### Notice of Meeting for The Baraboo-Wisconsin Dells Regional Airport Commission

Date and Time: Friday, March 19, 2021 at 10:00AM

**Location:** Baraboo City Hall, Room 205, 101 South Blvd., Baraboo, WI

**Commissioners Noticed:** Michael Palm and Tom Diehl

Others Noticed: Casey Bradley, Kay Mackesey, Village of Lake Delton, Media, Bill

Murphy, Joe Canepa, John Webb, Richard Cross,

Bureau of Aeronautics (Kimm Kaarto), Rob Nelson, Paul Schumi

This meeting is open to the public. With the health concerns regarding COVID-19, the City requires anyone appearing in person to wear a mask and practice social distancing.

1.

#### CALL MEETING TO ORDER

- A. Roll Call of Membership
- B. Note Compliance with the Open Meeting Law
- C. Approval of minutes from January 26, 2021
- D. Approval of the agenda

#### 2. <u>APPEARANCES/PRESENTATIONS</u>

Paul Schumi from Reedsburg Area Flying Club

#### 3. PUBLIC COMMENT

#### 4. ACTION ITEMS

- a. Capital & Operating as one fund
- b. Discuss petition process and items to be petitioned to the WI Bureau of Aeronautics
- c. Motion to request the City of Baraboo Council and Village of Lake Delton Board to hold public hearings and recommend the passage of the Petition Resolution as prescribed
- d. Discuss Flight Center Contract
- e. Approve CRRSAA Stimulus Funds

#### 5. <u>INFORMATION ITEMS</u>

- A. Report from Airport Manager, Casey Bradley
- B. Report from FBO Bill Murphy
- C. Airport Budget Reports and Balance Sheets
- D. Card Reader System Upgrade
- E. Fuel System Update
- F. Next meeting date Date to be determined

#### 6. ADJOURNMENT

Agenda Posted 3/15/2021 by DMG

**PLEASE TAKE NOTICE** that any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Baraboo City Clerk, 101 South Blvd, Baraboo, WI, or phone 608-355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY AND NOT A NOTICE TO PUBLISH

#### **Baraboo-Wisconsin Dells Airport Commission**

January 26, 2021

#### 1. Call Meeting to Order

Present: Michael Palm (Baraboo), Terry Brandt (Village of Lake Delton). Also Present: Casey Bradley (Airport Manager), Bill Murphy (FBO)

The owner representatives met at the Baraboo Municipal Building, 101 South Blvd, Room 205, Baraboo was open to the public for this meeting.

The meeting was called to order by Palm at 12:00 PM and roll call was noted of those present by Palm. Compliance of the Open Meeting Law was noted by Palm.

#### **Previous Minutes**

Approval of the meeting minutes of December 16, 2020. A motion was made by Brandt, seconded by Palm and approved unanimously.

#### **Approve Agenda**

Moved by Brandt to approve the agenda, seconded by Palm and carried unanimously.

#### **2. APPEARANCES/PRESENTATIONS** - None

#### 3. **PUBLIC COMMENT** - None

#### 4. ACTION ITEMS

- Ryte Byte, Inc./Flight Simulator, hangar lease, hanger number was amended to be included with the office space to be used for the flight simulator. Motion made by Palm, seconded by Brandt and carried unanimously.
- TC' Aircare, LLC hangar lease, motion by Palm, second by Brandt, motion carried.
- Lot 20 (308 3<sup>rd</sup> St). Airport Manager Bradley explained the steps taken to this point and we have not had any response from the current occupant and their lease expired last May. Motion by Palm, second by Brandt to have the Airport Manager work with the City Attorney to proceed with the Eviction Process, motion carried unanimously.
- Airport property for a potential solar farm; commission concurred with staff to allow Alliant Energy to evaluate the land along the eastern fence used as cropland and the land used for crop land just off of Highway BD on the north. If the project is viable, the Commission will consider moving forward.
- D&W Shaw Farms, LLC, ag land lease, motion by Palm seconded by Brandt to approved as presented, motion carried unanimously.

#### **INFORMATION ITEMS**

- A. Report from Airport Manager, Casey Bradley-No additional report.
- B. Report from FBO Bill Murphy No report.
- C. Airport Budget Reports and Balance Sheets
  The Commission acknowledged the reports in the agenda packet.
- D. Fuel System Update- card reader has been installed and currently about 60% complete with plan design. Anticipate project will be complete in spring of 2022.

Next meeting date – Date to be determined

Adjournment: moved by Diehl and seconded by Palm and unanimously approved to adjourn at 12:45 PM.

#### AIRPORT AID

#### PETITION RESOLUTION CHECKLIST

Please include the items checked below in your request for airport aid. Any additional information you provide to support the petition will enhance your airport project's priority.

Required	Completed	Document
X	Completed	A. Copy of published <u>hearing notice</u> (10 day hearing notice required).
X		B. Affidavit of publication
X		C. Typewritten <u>transcript or outline</u> of public hearing.
X		D. <u>Petition resolution</u> signed by governing body.
X		E. Agency agreement and owner assurances, signed and witnessed, (2 copies). (Note that the resolution authorizes and signers of the agency agreement and owner assurances)
X		F. Airport sketch depicting area of proposed work or land acquisition.
X		G. Information in support of petition. Please include a paragraph or more, to support the items you are petitioning for.
		H. Other documentation listed below

Please return this form and the petition package to:

Department of Transportation Wisconsin Bureau of Aeronautics P.O. Box 7914 Madison, WI 53707-7914

#### NOTICE OF PUBLIC HEARING IN THE MATTER OF STATE AND FEDERAL AID FOR THE IMPROVEMENTS AT

(Airport Name)

( ) .	• \
(Airport	Location l

(All port Location)
The Town/Village/City/County of is considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake the following development at the Airport. (List development items as they will appear in the airport aid petition):
conduct airport master plan; construct/rehabilitate/improve terminal building; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.
Notice is hereby given that the Town/Village/City/County of will hold a public hearing at (Time) on (Date) in (Location).
All interested persons are invited to attend and present their views on the need for the proposed airport development.
Parking for people with disabilities and an accessible entrance are available (Location Relative to Building). Please call (Municipality) at (Phone) (Days) days in advance of the hearing to make specific accessibility requests.
*** OPTIONAL PARAGRAPHS***
Additional written testimony may be filed with the Town/Village/City County of if received within 10 calendar days after the date of the public hearing. Such testimony should be directed to (Name and Address).
As an information service, representatives from the (Town/Village/City/County) and the Wisconsin Bureau of Aeronautics will be available for informal discussion and review of the proposal on (Date), at (Location) from (Time) to (Time).
(Authority)
(Signature)
Published in the: (Newspaper)

Date: (Publication Date)

#### AFFIDAVIT OF PUBLICATION

# STATE OF WISCONSIN-SS. COUNTY OF (County)

(Person), being duly sworn, deposes and says that he/she is an authorized representative of the (Name of Newspaper), a (Weekly/daily) newspaper published at (Municipality), the seat of government of said county, and that an advertisement of which the annexed is a true copy, taken from said paper, was published in a regular issue on (date).

Attach news clipp	oing here.	
Title:		
Subscribed and swor	rn to before me this (day) day of (month), (year).	

Notary Public, (County) County, Wisconsin My commission expires: (Date)

#### PRE-PETITION HEARING PROCESS

I. Requirements for hearings

As the result of the National Environmental Policy Act of 1969 and Airport and Airway Development Act of 1970, and in accordance with FAR 152.73 (1976) and Wis. Stat. §114.33 (1971), the State of Wisconsin has provided opportunity for citizen participation in airport development through the public hearing process.

There are two types of public hearings that may be held in connection with an airport development project. They are the locally-held airport aid hearing, and the environmental hearing which is conducted by the Bureau of Aeronautics.

The bureau recommends that a public information meeting be held prior to public hearings for those projects which involve more than three airport owners, or generate economic, social or environmental controversy. The information meeting shall be conducted by the airport sponsor, with the bureau providing technical expertise as required.

#### II. Notice

Legal notice for the local airport aid hearing shall be published by the airport owner at least 10 days before the date of the public hearing. Copies of all hearing notices should be distributed to the Bureau of Aeronautics and to other interested parties.

The airport owner has a responsibility to see that each land owner who may be affected by the proposed development receives a copy of any hearing notice.

#### III. Conduct of public hearing

The bureau has no specific requirements as to who conducts that local airport aid hearing; it may be the airport owner or some impartial person or organization. In many cases, local consideration may dictate how and by whom the hearing shall be held.

The public hearing should be held at a place and time generally convenient for persons affected by the proposed project.

At the outset of the hearing, participants and attendees should be informed that written statements and other exhibits in place of, or in addition to, oral statements at the hearing may be submitted. A final date for receipt of such statements or exhibits should be specified.

Free and open discussion and presentation of views relevant to the purpose of the hearing are allowed. Proceedings are informal, and presentations should not be subject to cross-examination. Witnesses should present information and data illustrating the need, or the lack thereof, for the project; and adverse affects the project or the airport may have on the community. Testimony should be relevant, factual and non-repetitive.

#### IV. Transcript or Outline of the Public Hearing

A typewritten transcript or outline of the proceedings at the hearings must be made. If an outline of the hearing is prepared, it should include but not limited to,

the following: date, time and location of the hearing; chairperson of the hearing; names of people who speak in favor or opposed to the proposed project; and in general what is said. The transcript or outline may incorporate written statements, exhibits, and other pertinent matter used or filed in connection with the hearing.

#### V. Summary

The public hearing process is one of the most important steps involved in the development of an airport. We need to make certain that the public is afforded an adequate opportunity to be heard regarding the economic, social and environmental effects of the proposed improvements. Moreover, that their consistency with the goals and objectives of such urban planning has been carried out by the community. These hearings provide the public the opportunity to participate in the planning and decision-making process in the development of airports.

The bureau may provide information, forecasts, data, and technical assistance relative to the proposal to any interested parties.

# INFORMATION IN SUPPORT OF AIRPORT AID PETITIONS

The checklist below catalogs information the airport owner may wish to submit to the Bureau of Aeronautics to show the economic and aeronautical need for the desired airport improvements. Any additional information not covered in this checklist deemed important by the airport owner should also be presented. Include as much information as possible in a written report to be submitted by the petitioner in support of their request. Information presented through testimony at a public hearing should be conducted as it will be used by the Bureau of Aeronautics to determine the merits of petitioned airport improvements.

•	<u>Airport U</u>	Jse I1	<u>nformation</u>
		Α.	Recorded or estimated total annual aircraft operations by the type of activity: air carrier, air taxi, military and general aviation.
		B.	Total annual airline passenger enplanements.
		C.	Total annual pounds of freight/cargo shipped by air.
		D.	List of based aircraft by make and model.
		Е.	Number of active area pilots by type: student, private, commercial, air transport; and number of instrument rated.
		F.	Names of major airport users (businesses, corporations) and type of aircraft used.
		G.	Aeronautical services the airport provides. Include a list of current airport leases and agreements.
		Н.	Information on aircraft users, if any, using other airports where passenger destination is your community.
		I.	List of aircraft owners who would use your airport if it were improved or would use it more.
		J.	Other airport information.
I.	Economi	c Bas	se Information
		A.	Identify area served by the airport and population of this airport service area.
		В.	Identify and map important businesses and industries in the airport service area.
		C.	Present employment figures of area.

		D.	Development taking place in the area that would affect the demand for air transportation.
		Е.	Industrial development report on present and past efforts and importance of airport.
		F.	Other transportation modes serving the area.
		G.	Written statements or hearing testimony from the area business and industry as to the use they make of the airport and how the airport benefits them.
		Н.	Other economic base information.
III.	Improven	<u>nent</u>	Need Information
		Α.	What unsafe or inadequate airport facilities currently exist and would be corrected by the propose improvements.
		B.	Primary purpose of each improvement.
		C.	Written statements or hearing testimony from airport users, businesses and industry on the need for each proposed improvement item.
		D.	Other improvement needs information.
IV.	Airport ov	wner	Responsibility Information
		A.	Verification of establishment or proposed establishment of motor vehicle, minimum standards and height limitation zoning ordinances.
		В.	Copies of airport maintenance budget and records for the past three years.

 $W: \verb|\program| programming \verb|\petition| resolution chklst$ 



Governor Tony Evers Secretary Craig Thompson wisconsindot.gov

Telephone: 608-266-3351

February 25, 2021

VIA EMAIL

CASEY BRADLEY ADMINISTRATOR CITY OF BARABOO 135 4<sup>TH</sup> STREET BARABOO, WI 53913

<u>Baraboo – Wisconsin Dells Regional Airport Petition Package</u>

Dear Casey:

Attached is a Petition Package so that the airport can conduct a master plan study. I've also included two items from the last petition that did not make it to eligibility review since they were either not included in the public hearing notice but on the petition or included in the notice but not on the petition. Everything needs to match for it to be valid. These items are entrance road security lights and construct/rehab/improve the terminal building. If the Airport Commission no longer wishes to include these items, feel free to remove them, but remove them from the Resolution, Agency Agreement and Hearing Notice. You can add additional items as well, again just add them in all locations, so they are valid at the end. I've also included a Ratification form for both the City of Baraboo and Village of Lake Delton to sign, since the Airport Commission is completing the petition on their respective behalves.

I have enclosed the following to get you started on your airport's petition for federal and state aid for an airport development project:

- 1. Airport Aid Petition Resolution Checklist.
- 2. Resolution petitioning the Secretary for Airport Improvement Aid.
- 3. Agency and Assurances Agreement.
- 4. Chapter Trans 55, Wisconsin Administrative Code.
- 5. Federal Owner Assurances
- 6. Sample of the Notice of Public Hearing.
- 7. Sample of the Affidavit of Publication of the hearing notice.
- 8. Information on the airport development hearing process.
- 9. Information to be submitted in support of airport aid petitions.

It may be helpful for you to call Kim Kaarto, the bureau's project manager for your airport, to discuss your request, to be ensure all needed work items are included. This will help assure no step in the process is missed and avoid the need for a new resolution.

The public hearing is the first step in the petition process. Wisconsin Statutes require at least **ten (10)** days notice of the public hearing is provided by publication of a Class I notice in the local legal paper. It is also imperative that <u>all</u> the work items you wish to petition for are listed in the notice and addressed in the public hearing. An affidavit of publication signed by the publisher and notarized is also required. An exhibit showing the location of the proposed work (including land to be acquired) should be made available for inspection at the public hearing. Please include a copy of this exhibit in your petition package to clarify the intent of your request.

The sample hearing notice includes suggested wording for meeting the requirements of the Americans with Disabilities Act (ADA).

After the public hearing, the airport's governing body can pass the petition resolution. The petition resolution authorizes representatives of the governing body to execute the agency agreement and owner assurances. Please return one original copy of the petition resolution and two copies of the agency agreement and owner assurances. A copy of the agency and assurances agreement will be returned to you after it is signed by the bureau director.

The Bureau of Aeronautics recommends that general aviation airport sponsors budget 20% of the project costs as their share of all projects.

Please contact me at <a href="mark.graczykowski@dot.wi.gov">mark.graczykowski@dot.wi.gov</a> with any questions.

Sincerely,

Mark Graczykowski, P.E. Airport Program Engineer

CC: Kim Kaarto, WBOA PM

W:\Airports\Baraboo – Wisconsin Dells Regional (DLL)\Petition\11-20DLLltrCommission.doc Enclosures

102dev.dot/r.07/22/2020

#### **RESOLUTION RATIFICATION**

County, Wisconsin, does hereby ratify	mmon Council of the City of Baraboo, Sauk County and affirm the Baraboo-Wisconsin Dells Regional Airport development aid dated(insert date of Commission's
RESOLUTION introduced by:	
_	
-	
-	
	CERTIFICATION
Wisconsin, do hereby certify that the f meeting of the Common Council of the	, Clerk of the City of Baraboo, Sauk County, coregoing is a correct copy of a Resolution introduced at a e City of Baraboo on(insert date of city's resolution) corded in the minutes of said meeting.
	The City of Baraboo Sauk County, Wisconsin
	By
	(Title)

#### **RESOLUTION RATIFICATION**

does hereby ratify and affirm the Bara	ke Delton Village Board, Sauk County County, Wisconsin, boo-Wisconsin Dells Regional Airport Commission aid dated(insert date of Commission's
RESOLUTION introduced by:	
-	
_	
-	
	CERTIFICATION
introduced at a meeting of the Lake Deresolution),	, Clerk of the Village of Lake Delton, Sauk that the foregoing is a correct copy of a Resolution elton Village Board on(insert date of Village's ad recorded in the minutes of said meeting.
	The Village of Lake Delton Sauk County, Wisconsin
	Ву
	(Title)

# City of Baraboo Airport Fund 630 Balance Sheets

# February 28, 2021 and December 31, 2020

Assets:		uary 28, 2021	<b>December 31, 2020</b>		
Current Assets:					
Cash	\$	78,318.84	\$	21,025.93	
Accounts Receivable		4,898.21		757.09	
Prepaid Expenses		-		11,040.94	
Advance to Airport Captial Fd		-		-	
Total Current Assets		83,217.05		32,823.96	
Total Assets	\$	83,217.05	\$	32,823.96	
Liabilities and Fund Equity:					
Liabilities:					
Accounts Payable	\$	-	\$	1,647.76	
Deferred Revenue		-		759.68	
Advance from General					
Total Liabilities		-		2,407.44	
Fund Equity:					
Fund Balance		19,375.58		(3,846.46)	
Non-Spendable Prepaid Expenses		11,040.94		11,040.94	
Net Revenues/(Expenditures)		52,800.53		23,222.04	
Total Fund Equity		83,217.05		30,416.52	
Total Liabilties and Fund Equity	\$	83,217.05	\$	32,823.96	

Percentage

## City of Baraboo Airport Fund 630

# Income Statement with Comparison to Budget For The Two Month Ending February 28, 2021

Revenues:	C···	rrent Month	,	Year to Date		Dudget	Percentage of Budget
	\$	Tent Wonth	\$	Teal to Date	\$	190,000.00	Of Budget
Federal Transportation Grant Local Transportation Aid	Φ	-	Φ	-	φ	190,000.00	-
Gas Sales		-		- 675.87		6,500.00	10.40
Landing Fee		-		073.07		4,665.00	10.40
Appropriations_County		8,200.00		8,200.00		8,200.00	100.00
Appropriations- City		0,200.00		40,000.00		40,000.00	100.00
Appropriations- City Appropriations-Lake Delton		-		40,000.00		40,000.00	100.00
Interest on Investments		-		- 7.41		140.00	5.29
Rents and Leases		1,507.34		3,622.02		18,000.00	20.12
Ag Land Rental		1,507.54		3,022.02		9,500.00	20.12
Hangar Lot Lease		(303.20)		26,223.31		27,244.00	96.25
Hangar Keeper Fee		(303.20)		20,223.31		21,244.00	90.23
Hangar rental		_		_		_	_
Sale of Assets		_		_		_	_
Insurance Recoveries		_		_		_	_
Refund of Prior Years Expense		_		_		_	_
Miscellaneous Income		_		_		_	_
Proceeds from Notes		_		_		_	_
Fund Balance Applied		_		_		_	_
Total Revenues	\$	9,404.14	\$	78,728.61	\$	344,249.00	22.87
	Ψ	<u> </u>	Ψ_	70,720.01	Ψ	044,240.00	22.01
Expenditures:							
Airport	•	500.40	•	074.74	•	0.000.00	0.00
Wages	\$	588.46	\$	871.74	\$	9,600.00	9.08
Social Security		41.47		61.54		713.00	8.63
Retirement		47.96		71.04		780.00	9.11
Health Insurance		216.39		300.95		1,624.00	18.53
Life Insurance		-		-		5.00	-
Income Continuation		-		7 000 00		-	-
Contracted Services		3,500.00		7,000.00		42,420.00	16.50
Publishing		-		-		40.00	-
Professional Services		-		-		212,200.00	-
Telephone		62.72		62.72		700.00	8.96
Electricity		886.16		886.16		7,000.00	12.66
Heat		296.00		296.00		2,000.00	14.80
Repair & Maint Serv-Equipment		644.49		644.49		7,017.00	9.18
Fuel Station Maintenance		945.00		945.00		1,000.00	94.50
Repair & Maint Serv-Buildings		-		-		1,200.00	-
Special Services		-		-		2,000.00	-
DOT Maintenance Agreement		-		-		-	-
Repair & Maint Serv-Facilities		2,407.76		2,407.76		2,500.00	96.31
Snow Removal & Mowing		-		-		-	-

Created by: Finance Director, City of Baraboo

## City of Baraboo Airport Fund 630

# Income Statement with Comparison to Budget (Continued) For The Two Month Ending February 28, 2021

xpenditures (Continued):	Cur	rent Month	Υ	ear to Date	Budget	Percentage of Budget
Airport (Continued)						
Lighting Repairs		-		-	400.00	-
Runway & Taxi Repairs		-		-	10,000.00	-
Road Repair		-		-	-	-
Other Contracted Services		-		-	-	-
Office Supplies		-		-	50.00	-
Publications. Training. Dues		-		-	240.00	-
Travel		-		-	60.00	-
Operating Supplies		-		-	7,500.00	-
Gas. Diesel. Oil. Grease		290.85		290.85	4,800.00	6.06
Repair & Maint Materials		248.90		248.90	2,000.00	12.45
Repair & Maint - Buildings		-		-	2,000.00	-
Other Supplies & Expense		-		-	1,200.00	-
Small Equipment Purchase		-		799.99	500.00	160.00
Insurance		-		11,040.94	9,700.00	113.82
Rents and Leases		-		-	-	-
Extraordinary Expense		-		-	-	-
Equipment Purchases		-		-	5,000.00	-
Land or Land Improvements		-		-	10,000.00	-
Building Improvements		-		-	-	-
Facilities Improvements		-		-	-	-
Equipment Replacement		-		-	-	-
Cost Allocation		-		-	-	-
Total Airport	\$	10,176.16	\$	25,928.08	\$ 344,249.00	7.53
Principal on Notes						
Principal	\$	-	\$	-	\$ -	-
Total Principal on Notes	\$	-	\$		\$ -	-
Interest on Notes						
Interest	\$	-	\$	-	\$ -	-
Cost Reallocation						-
Total Interest on Notes	\$	-	\$	-	\$ -	-
Total Expenditures	\$	10,176.16	\$	25,928.08	\$ 344,249.00	7.53
Net Revenues/(Expenditures)	\$	(772.02)	\$	52,800.53	\$ -	

# City of Baraboo Airport Capital Imprvmnt Fund Fund 632 **Balance Sheets**

February 28, 2021 and December 31, 2020

Assets:	February 28, 2021		<b>December 31, 2020</b>		
Current Assets: Cash	\$	93,411.65	\$	114,859.37	
Due from State  Due from Other Cities. Village		13,568.02		13,568.02	
Total Current Assets Total Assets	\$	106,979.67 106,979.67	\$	128,427.39 128,427.39	
Liabilities and Fund Equity:  Liabilities:					
Accounts Payable	\$	-	\$	21,472.61	
Due to State Advance from Airport Operating		<u>-</u>		-	
Total Liabilities		-		21,472.61	
Fund Equity:					
Fund Balance		106,954.78		116,124.27	
Net Revenues/(Expenditures)		24.89		(9,169.49)	
Total Fund Equity		106,979.67		106,954.78	
Total Liabilties and Fund Equity	\$	106,979.67	\$	128,427.39	

# City of Baraboo Airport Capital Imprvmnt Fund Fund 632 Income Statement with Comparison to Budget For The Two Month Ending February 28, 2021

Revenues:	Curre	ent Month	Yea	r to Date	Budget	Percentage of Budget
Federal Transportation Grant	\$	-	\$	-	\$ 692,210.00	-
Local Transportation Aid		-		-	69,000.00	-
Appropriations		-		-	-	-
Appropriations- City		-		-	-	-
Appropriations-Lake Delton		-		-	-	-
Interest on Investments		-		24.89	-	-
Sale of Assets		-		-	-	-
Insurance Recoveries		-		-	-	-
Refund of Prior Years Expense		-		-	-	-
Fund Balance Applied		-		-	107,790.00	-
Total Revenues	\$	_	\$	24.89	\$ 869,000.00	0.00
Expenditures:						
Interest on Notes						
Interest		-		-	-	-
Total Interest on Notes	\$	-	\$	-	\$ -	-
Capital Losses						
Other Supplies & Expense		-		-	-	-
Total Capital Losses	\$	-	\$	-	\$ -	-
Airport						
Wages		-		-	-	-
Social Security		-		-	-	-
Retirement		-		-	-	-
Health Insurance		-		-	-	-
Equipment Purchases		-		-	-	-
Land or Land Improvements		-		-	-	-
Building Improvements		-		-	-	-
Facilities Improvements		-		-	869,000.00	-
Facilities Improvements-Contra		-		-	-	-
Total Airport	\$	-	\$	-	\$ 869,000.00	-
Total Expenditures	\$	-	\$	-	\$ 869,000.00	-
Net Revenues/(Expenditures)	\$	-	\$	24.89	\$ -	

#### BARABOO-DELLS AIRPORT FIXED-BASE OPERATOR'S AGREEMENT

**THIS AGREEMENT,** made and entered into this \_\_\_\_ day of February 2021, by and between the **City of Baraboo**, in the State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as the Lessor, and **The Baraboo-Dells Flight Center, Inc.** hereinafter referred to as the Lessee.

**WHEREAS,** the City of Baraboo jointly owns and operates an airport known as the Baraboo-Dells Airport, and Lessor is desirous of leasing to Lessee certain premises located on the Airport, together with the right to use and enjoy, individually and in common with others, the Airport facilities; and

**WHEREAS,** Lessee may engage in the business of selling aviation gasoline, oil, and other lubricants; selling pilot supplies; providing flight instruction, helicopter tours, aircraft rides, aircraft rental, aircraft management, and pilots for operating planes for others and carrying passengers and freight for hire in connection with said business; providing storage space for aircraft and furthermore desires to lease property and rights from the Lessor.

**NOW, THEREFORE,** for and in consideration of the rents and covenants of this Agreement, the Lessee leases from the Lessor the following premises, rights and easements on and to the Airport upon the following terms and conditions:

- 1. Obligations of Lessee: Lessee may engage in the business of selling aviation gasoline, oil, and other lubricants, selling pilot supplies, flight instruction, helicopter tours, aircraft rides, flight instruction, aircraft rental, aircraft management, providing pilots for operating planes for others and carrying passengers and freight for hire in connection with said business, and providing storage space for aircraft. Lessee warrants that all persons performing duties in relation to the specialized commercial flying services have the necessary qualifications and experience to operate such business. Qualifications of said persons shall be filed annually with the Airport Manager. Certificates of airworthiness, maintenance logs and current annual inspection for all of Lessee's equipment used in specialized commercial flying services shall be filed annually with the Airport Manager.
- 2. Leased Premises. The Leased premises shall include the Airport Terminal Building, the Airport fuel tanks and fueling system and the 63'x80' Hangar Building located at the Baraboo-Wisconsin Dells Airport as described in Exhibit "A" and the furnishings and equipment listed in Exhibit "B" attached hereto, for use in accordance with the services to be offered. Lessee shall bear costs of operating supplies and minor repairs on buildings and fueling equipment.
- 3. **Maintenance.** Lessee shall, at Lessee's expense, keep the Leased Premises in a neat, clean, respectable and good tenantable condition. Lessee shall make such improvements on the Leased Premises as shall be necessary to keep said Premises in at least as good a condition as when delivered to it by Lessor. Lessee agrees to provide, at Lessee's expense,

all minor repairs (up to \$500) and routine maintenance to the Leased Premises, including but not limited to electrical, plumbing, heating, ventilating and air conditioning systems located on the Leased Premises. Lessee agrees to provide, at Lessee's expense all repairs and routine maintenance to the Airport fuel tanks and fueling system as described in **Exhibit "A"**, including but not limited to lighting, filters and signage and wear or damage that cannot be avoided by normal usage. Lessor agrees to be responsible for at Lessor's expense, major structural repairs, such as roof repairs, furnace and air conditioner replacement, and fuel tank, nozzles, hoses, pump and card reader replacement. Any repairs or replacements necessitated or caused by the acts and/or omissions of Lessee shall be Lessee's responsibility.

**Term.** The term of this Agreement shall be fifteen (15) years. The Airport Manager, or their designee, shall conduct a detailed review of the operations at the Airport, which shall occur on each five- (5-) year anniversary of this Agreement at a minimum, but the Airport Manager, or their designee, reserves the right to perform the detailed review annually, see **Exhibit "E"**. If the Airport Manager, or their designee, finds that the management of the airport operations have been satisfactory and in compliance with the terms of this Agreement, the term of this Agreement shall be extended for an additional five (5) years. If the Airport Manager, or their designee, finds the management of airport operations have been insufficient and not in compliance with the terms of this Agreement, the Lessee shall be in default of this Agreement pursuant to Section 32, herein.

4. **Rent and User Fees.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements, a rental of \$746 to be paid monthly through December 31, 2021. Rent shall be due the 1st of every month and made payable to the City of Baraboo, as follows:

Baraboo-Dells Airport Manager City of Baraboo 101 South Blvd. Baraboo, WI 53913

a. **Annual Rent Calculation.** The Rent will be set by the Lessor each year for the term of the lease using a standard cost of living index as a guide. The Lessor will issue a Rent Adjustment Addendum, see **Exhibit "C"**, at least sixty (60) days prior to the effective date of new Rent. The Rent may, however, be reopened for review of price structure, terms, and conditions, if Federal, State, or local regulations result in major expenditures to the Lessor due to Lessees tenancy. Cost of Living Rate Adjustments shall be the primary method for rate adjustments and shall be determined according to the following computations:

The annual base rent shall be adjusted to an amount no greater than the product obtained by multiplying the annual base rent by a fraction, the numerator of which

is the "Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for All Items for All Urban Consumers (1982-84 = 100)" as published monthly by the Bureau of Labor Statistics of the United States Department of Labor (CPI-U), for September (available by October 15th) of each year of this Lease. The denominator is the CPI-U for September (available by October 15th) of the preceding year. The rent adjustment will take effect the first day of January each year of this Agreement.

For example, assume the initial annual rent, after the adjustment made herein, is \$1,000 per year. Assume further that the CPI-U for September (available October 15th) for the year is 120 and the CPI-U for September, preceding the beginning of the year, is 110. The formula for calculating the rental increase effective January 1st for the next year term is as follows:

Thus, the rental rate on January 1st following the date of the lease would be no greater than \$1,090.91 per year for the next year. If the CPI-U mentioned above is discontinued, the "Consumer Price Index – US City Average for All Items for Urban Wage Earners and Clerical Workers (1982-84 = 100)," published monthly in the "Monthly Labor Review" by the Bureau of Labor Statistics of the United States Department of Labor (CPI-W) shall be used for making the computations. If the CPI-W is discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation. If the Bureau of Labor Statistics no longer maintains statistics on the purchasing power of the consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority shall be used for making the computation under this paragraph. If Lessor and Lessee are unable to agree within fifteen (15) business days after demand by either party as to the designated substitute index, the substitute index shall, upon application of either party, be selected by the Chief Officer of the Chicago Regional Office of the Bureau of Labor Statistics, or its successor. If the base year ("1982-84 = 100") used in computing the CPI-U is changed, the figures used in making the adjustment under this paragraph shall be changed accordingly so that all increases in the CPI-U are taken into account notwithstanding any change in the base year.

5. **Fuel Flow Fee.** The Lessee agrees to pay a user charge of eight cents (\$0.08) per gallon for all aviation gasoline dispensed by Lessee. Fuel Flow Fee shall be paid the 1st of the month through December 31, 2021, at which time it will be reviewed. An adjustment may be imposed to account for inflation pursuant to Section 5 of this Agreement.

- 6. **Landing Fee.** The Lessee agrees to pay a user charge of \$1 per landing for all sightseeing tours. Landing fee shall be paid the 1st of the following month. The fee may be adjusted each year provided both parties agree to the new rate.
- 7. **Incentive Payment.** For the Lessee's role in finding, encouraging and assisting Lessor in contracting new FBO tenant(s), a one-time incentive payment of not more than 25% of the first year's annual rent paid by each new FBO tenant(s) shall be paid by Lessor

#### 8. **Insurance.**

- a. The Lessee shall at all times maintain in full force and effect a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability as requested by the Airport Rules and Regulations. The policy shall name the owners of the Baraboo-Dells Airport as additional insured and a Certificate of Insurance shall be filed annually with the Airport Manager.
- b. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Agreement, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

#### 9. **Lessee Rights.** Lessee shall have the right:

- a. In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. In common with others, to the nonexclusive use of the Airport parking areas, appurtenances and improvement thereon, but said nonexclusive use shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas.
- c. To install, operate, maintain, repair and store, subject to approval of Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's business.
- d. Of access to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, which shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- e. In and on the premises, to sell aviation gasoline, oil and other lubricants, selling pilot supplies, flight instruction, helicopter tours, aircraft rides, aircraft rental, aircraft management, providing pilots for operating planes for others and carrying passengers and freight for hire in connection with said business. Services provided shall be subject to all appropriate laws of the Federal Government, the State of Wisconsin, the ordinances of the Lessor, and the requirements of the FAA and the Wisconsin Department of Transportation or any other duly authorized governmental agency.
- f. To engage in the sale of concession items on the Leased Premises and the rental of vehicles, provided such rentals are to transient aviation users of the Airport.

- 10. Maintenance of Buildings and Fueling Equipment. Lessee will maintain the Leased Premises and the surrounding land premises in good order and make repairs, as necessary. Major mechanical or structural repairs to the Leased Premises shall be the responsibility of the Owner. In the event of fire or any other casualty, the owner of any structure so affected shall either repair or replace the building or remove the damaged building and restore the leased area as a buildable lot; this action must be completed within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears an extension is warranted.
- 11. **Right to Inspect.** Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.
- 12. **Transfer of this Agreement.** Lessee may not assign or transfer this Agreement, or any interest herein, without the written consent of the Lessor, which shall not be unreasonably withheld.
- 13. Laws and Regulations. Lessee agrees to observe and obey during the term of this Agreement, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of the operations at the Airport.
- 14. **Hold Harmless.** Each party agrees to hold the other free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of any person or persons, for any wrongful, careless or negligent act or omission on the part of the other, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions.
- 15. **Signs.** Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor. Signs are controlled by the Airport Rules and Regulations as described in **Exhibit "D"** attached hereto.
- 16. **Obstruction Lights.** Lessee agrees to permit Lessor to install, maintain and operate proper obstruction lights on the tops of all buildings or structures to be placed on the premises at no cost to the Lessee.
- 17. **Fair and Nondiscriminatory Services.** Lessee, in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- 18. **Title VI, Civil Rights Assurances.** The Lessee, for itself, its personal representative(s), successor(s) in interest, and assigns, agrees that:
  - a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
  - b. that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and
  - c. that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.
- 19. **Nonexclusive Rights.** Lessee shall have the right and privilege of engaging in and conducting a business on the premises of the Airport under the terms and conditions as set forth, provided, however, that this Agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of the Airport other than those premises leased exclusively to Lessee.
- 20. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide Assurance to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 21. Aircraft Service by Owner or Operator. It is clearly understood by the Lessee that no right or privilege has been granted that would prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- 22. **Hours of Operations.** Lessee agrees to have its offices and premises open and attended and services available in accordance with the hours prescribed for the type of services offered as indicated in the Airport Rules and Regulations, attached hereto as **Exhibit "D"**. For purposes of this provision, the office shall not be considered unattended if a representative of the Operator is on the Airport and a response to an answer machine

message is made within thirty (30) minutes or cell phone contact is maintained during a period not to exceed two (2) hours.

With respect to non-stop sightseeing flights that begin and end at the Baraboo-Dells Airport, hours of operation shall be from 8:00 am to 10:00 pm daily.

- 23. Airport Closings. During time of war, national emergency, riot or natural disaster, the Lessor shall have the right to lease the entire airport or any part thereof, to the United States or State of Wisconsin for military or National Guard use, and in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease. During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for his business operation, the rent shall abate and the period of such closure shall be added to the term of this Agreement so as to extend and postpone the expiration thereof.
- 24. **Snow Removal.** Lessor agrees to provide snow removal services to the Lessee for the area covered by the Lessee's ramp leading from the taxiway to Lessee's hangar. Lessor also agrees to provide snow removal services to the Lessee's Leased Premises
- 25. **Taxes.** Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings on lands leased exclusively to Lessee.
- 26. **Airport Development.** Lessor reserves the right to further develop or improve any area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the Airport requires the relocation of the Lessee, the Lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.
- 27. **Lessor's Rights.** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- 28. **Obstructions.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected or modifying, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Leased Premises, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

- 29. Subordination Provision. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
- 30. **Financial Disclosure.** Lessee shall furnish such evidence as may be reasonably requested by Lessor to show the Lessee is financially capable of providing the services and facilities set forth in the Agreement.
- 31. **Termination**. This Agreement may be terminated by either party for any reason upon 1 year (365 days) written notice to the other party.
- 32. **Default.** The Lessee shall be deemed in default upon;
  - a. Failure to pay rent within thirty (30) days after due date;
  - b. The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement;
  - c. The commencement of a proceeding for dissolution or for the appointment of a receiver;
  - d. The making of an assignment for the benefit of creditors;
  - e. Violation of any provision in this Agreement, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty (30) days;
  - f. Abandonment of Leased Premises.

In the event that Lessee substantially fails to perform the duties as set forth in this Agreement for a period of two (2) weeks or more, the Lessor may give notice of Failure to Perform Duties of Lessee, specifying the substantial failures and the actions necessary to correct the deficiencies. Should the deficiencies be corrected within fifteen (15) days, no further action shall be taken. However, in the event of the failure to correct deficiencies, the Lessor may elect to terminate this Agreement by giving Notice of Termination of this Agreement specifying the effective time and date of termination.

- 33. **Rules and Regulations.** This Agreement is subject to all terms of the Airport's Rules and Regulations pursuant to **Exhibit "D"**.
- 34. **Minimum Standards and Requirements**. This Agreement is subject to all terms of the Minimum Standards and Requirements for Airport Aeronautical Services and Activity pursuant to **Exhibit "F"**.

35. **Rights After Termination.** In the event of termination for default by the Lessee, the Lessor shall have the right at once and without further notice to the Lessee, or surety, to enter and take possession of the premises occupied by the Lessee, by force or otherwise, and expel, oust and remove any and all parties who may occupy any portion of the premises or Airport covered by this Agreement, and any and all goods and chattels belonging to the Lessee or his associates which may be found, without being liable for prosecution or to any claim for damages.

Upon such termination by the Lessor, all rights, powers and privileges of the Lessee shall cease, and the Lessee shall immediately vacate any and all space occupied by Lessee under this Agreement, and shall make no claim of any kind whatsoever against the Lessor, its agents or representatives, by reason of such termination, or any act incident thereto.

In the event of termination for any cause that is determined by the Lessor to be beyond the control and without the fault or negligence of the Lessee, payment to the Lessor hereunder shall immediately cease, and the Lessee shall be entitled to have monies that have been prepaid or advanced to the Lessor predicated on occupancy of the premises to the end of the period, if any, refunded by the Lessor.

The Lessee shall, in addition to other rights provided for by law, be permitted to remove its operating facilities, merchandise, etc., in a manner and at a time agreed upon by the parties.

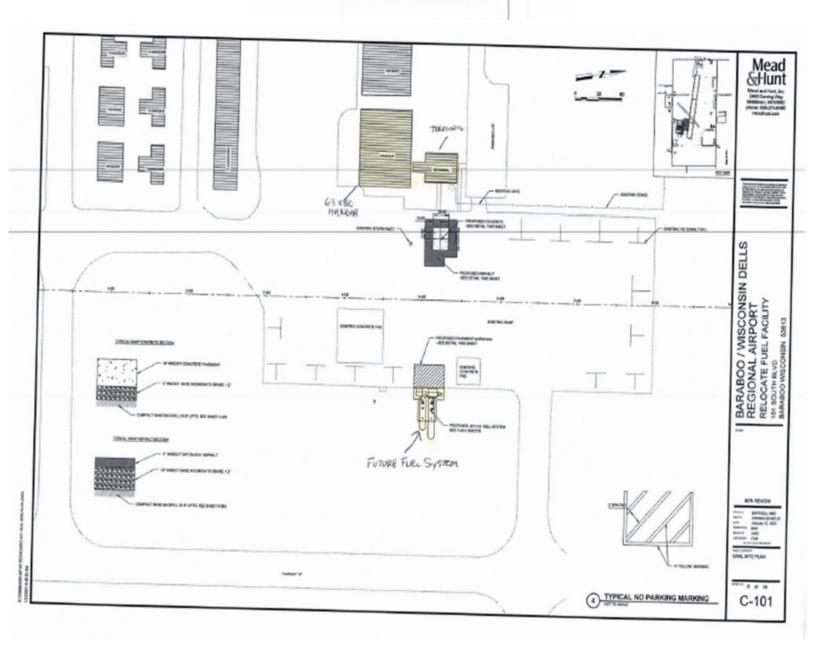
36. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

<b>IN WITNESS WHEREOF</b> , the parties have h	ereunto set their hands and	seals this
day of		, 2021.
In the City of Baraboo, Sauk County, Wisco	onsin,	
IN THE PRESENCE OF:	LESSOR: CITY OF BARABO	0
	Ву:	
	Ву:	
Subscribed and sworn to before this _	day of	, 2
Notary		
My Commission Expires:		
	LESSEE: BARABOO-DELLS FL	
	TITLE:	
Subscribed and sworn to before this	day of	, 2021.
Notary		
My Commission Expires:		

# **EXHIBIT A**

### AIRPORT EQUIPMENT PROVIDED FOR FUEL SALES AS FIXED BASE OPERATOR

3 UNDERGROUND STORAGE TANKS SEMLER FUELER PUMPS AND DISPENSERS



# EXHIBIT B

# AIRPORT EQUIPMENT PROVIDED FOR FIXED BASE OPERATOR

Furnishings and Equipment in Terminal Building:
Waiting Room:
2 armchairs
3 ash urns
1 waste container
3 couches

Counter: Counter top with cabinets 1 Unicom radio set

Office: 1 bookstand or shelf 3 - four drawer filing cabinets 1 mini-blind

> Class Room: 17 chairs 2 large tables 2 mini-blinds

#### Exhibit C

#### RENT and FUEL FLOWAGE ADJUSTMENT ADDENDUM

This Annual Rent Adjustment Addendum ("Addendum") is authorized to be executed by the City of Baraboo ("Lessor") pursuant to the Agreement entered into by and between the City of Baraboo and Baraboo-Dells Flight Center, Inc. ("Lessee"), dated February, 2021.

- 1. <u>Effective Date</u>. This Addendum is effective as of the date indicated below. The rate increase provided for in Paragraph 2 below, shall go into effect on January 1, and shall remain in effect for one (1) year, as provided for in the Agreement.
- 2. <u>Rent Increase</u>. Pursuant to the terms of the Agreement, the new annual rent amount for the premises shall be increased to \$ commencing January 1, , based upon the following agreed upon calculation:

per month x 12 months = paid monthly and due on the 1<sup>st</sup> of every month and payable to the City of Baraboo as follows:

Baraboo-Dells Airport Manager City of Baraboo 101 South Blvd. Baraboo, WI 53913

Failure of the Lessee to contest this increase to the Airport Manager within thirty (30) calendar days of the date indicated below shall constitute a waiver by the Lessee of the notice provisions contained in the Agreement.

3. <u>Fuel Flowage Increase</u>. Pursuant to the terms of the Agreement, the new fuel flowage fee shall be increased to \$ commencing January 1, .

Failure of the Lessee to contest this increase to the Airport Manager within thirty (30) calendar days of the date indicated below shall constitute a waiver by the Lessee of the notice provisions contained in the Agreement.

4. <u>Proof of Mailing</u>. I certify that a true copy of this Addendum is being sent certified mail, postage prepaid, addressed to the Lessee to the address provided to the Lessee within three (3) business days of the date indicated below.

Casey Bradley, Baraboo-Dells Airport Manager City of Baraboo	Date

Original: Airport File Copy: Lessee

City Finance Director

#### Exhibit D

#### **RULES AND REGULATIONS**

#### OF THE

#### BARABOO-WISCONSIN DELLS MUNICIPAL AIRPORT

#### **Adopted 11-25-08**

#### ARTICLE I: GENERAL PROVISIONS

#### 1.01 AUTHORITY

These "Rules and Regulations" have been enacted by the City of Baraboo pursuant to the authority granted by the State of Wisconsin Statutes (*See Generally*, Chapter 114 Wis. Stats.) and by the Inter-Governmental Agreement entered by and between the City of Baraboo and the Village of Lake Delton.

#### **1.02 TITLE**

These collected rules and regulations should be officially known and referred to as the "Rules and Regulations of the Baraboo-Wisconsin Dells Airport." The words "Rules" "Airport Rules" or "Rules and Regulations," when used herein shall refer to this document. These Rules and Regulations replace the Minimum Standards adopted on November 25, 2008 and all previous versions.

#### 1.03 PURPOSE

- (1) codify the rules and regulations by which the City shall exercise its power and authority to operate, control, and manage the Airport, within the limitations imposed by the Inter-Governmental Agreement and by state and federal laws and regulations.
- (2) identify rules and regulations by which all persons may use and enjoy the Airport, for aeronautical activities, aeronautical services, or other purposes.
- (3) provide rules and regulations which will allow for the establishment of a sound economic base upon which the airport may function and thrive, and which will foster and promote the continued development and growth of the airport in safe and efficient manner.
- (4) create rules and regulations to promote and protect the public health, safety, and welfare which a reliable, safe, adequate, and non-discriminatory Airport can provide.

#### 1.04 <u>RULES OF INTERPRETATION</u>

- (1) APPEARANCE OF ORDINANCE TEXT: The underlined or boldfaced headings used in these Rules are inserted primarily for convenience and are in no way to be construed as a limitation on the scope of the particular sections or subsections that they head.
- (2) **OMITTED RULES:** These Rules are not intended to address every possible subject over which the Commission may exercise jurisdiction in its management and control of the Airport. The omission of an aeronautical activity from these Rules should not be construed or interpreted to mean that the City has waived its jurisdiction over such activity or that the City has tacitly approved or disapproved of the activity.
- (3) **OMITTED SECTIONS:** Throughout these Rules, sections, subsections, paragraphs and subparagraphs may be omitted from the outline of numbers and letters found herein. These omitted items are intended to be reserved for future use, and should not reflect the existence of a defect or typographical error. In some cases, the phrase "Reserved for Future Use" may be inserted for purposes of clarification.
- (4) **LIBERAL INTERPRETATION IN FAVOR OF AIRPORT:** In their interpretation and application, the provisions of these Rules shall be held to be the minimum requirements for the promotion of the public health, safety, morals and welfare, and shall be liberally construed in favor of the Airport and shall not be construed to be a limitation or repeal of any other power now possessed by the City.

- (5) **DUPLICATIVE REGULATIONS:** Where these Rules and other governmental laws or regulations impose requirements governing the same activities, the regulations which are more restrictive or which impose higher standards or requirements shall prevail, unless such governmental laws or regulations specifically pre-empt the rules imposed herein.
- (6) AMBIGUITIES: If there is any ambiguity between the text of these Rules and any caption, illustration, or table, the text shall control.

#### 1.05 SEPARABILITY AND NON-LIABILITY

It is hereby declared to be the intention of the City that the several provisions of these Rules are separable in accordance with the following:

- (1) If any court of competent jurisdiction shall adjudge any provision of these Rules to be invalid, such judgment shall not affect any other provisions of these Rules not specifically included in said judgment.
- (2) If any court of competent jurisdiction shall adjudge invalid the application of any portion of these Rules to a particular activity, building, or structure, such judgment shall not affect the application of said provision to any other activity, building, or structure not specifically included in said judgment.
- (3) If any requirement or limitation which is attached to an authorization given under these Rules is found invalid, it shall be presumed that the authorization would not have been granted without the requirement or limitation and, therefore, said authorization shall also be invalid.

#### 1.06 ABROGATION

It is not intended that these Rules abrogate or interfere with any constitutionally protected vested right. It is also not intended that these Rules abrogate, repeal, annul, impair, or interfere with any existing easements, covenants, deed restrictions, agreements, leases, or contracts, previously adopted or issued pursuant to law.

#### 1.07 WORD USAGE

The interpretation of these Rules shall abide by the provisions, definitions, and rules of this Section, except where the context clearly requires otherwise, or where the result would clearly be inconsistent with the manifest intent of these Rules:

- (1) Words used or defined in one tense or form shall include other tenses and derivative forms.
- (2) Words in the singular number shall include the plural number, and words in the plural number shall include the single number.
- (3) The masculine gender shall include the feminine, and vice versa.
- (4) The words "shall," "must," and "will" are mandatory.
- (5) The words "may," "can," and "might" are permissive.

#### 1.08 <u>DEFINITIONS</u>

The following words, terms, and phrases, wherever used in these Rules, shall have the meanings ascribed to them by this section, except where the context clearly requires otherwise, or where the result would clearly be inconsistent with the manifest intent of these Rules:

Aeronautical Activity: Any activity, conducted at the Airport, that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultra-light activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

**Aeronautical Service:** Any commercial business operation, conducted on the Airport, by the Airport itself or by a FBO, to support or service Aeronautical Activity.

**Agricultural Lands:** Airport real estate that is not presently needed for aeronautical activities and is available for agrarian purposes.

**Aircraft Maintenance and Repair Services (FBO):** Maintenance and report work on the airframe, engine and/or accessories of aircraft by properly certified technicians. Includes the sale of aircraft parts and accessories as part of the maintenance and report work, but not the operation of a retail store.

**Aircraft Oil Services (FBO):** Owning or leasing oil and lubricant storage and dispensing equipment for the purpose of purchasing oil and other lubricants at wholesale, reselling at retail to operators of itinerant aircraft and aircraft based on the Airport, and performing oil changes and lubrication services.

**Aircraft Parts and Supply Sales (FBO):** Retail sales of new or used aircraft parts and supplies or accessories including clothing items.

**Aircraft Rental (FBO): Short Term:** Renting aircraft to persons for short periods of time of 30 days or less. **Long Term**: Renting aircraft to persons for periods of time exceeding 30 days.

**Aircraft Sales (FBO):** New -- Retail sales of new aircraft through a franchise or licensed dealership or distributorship for an aircraft manufacturer. **Used**: Purchasing and selling of used aircraft through various methods included matching potential purchases with an aircraft (brokering), assisting in the purchase of an aircraft (consulting) or assisting in the sale (consignment) or purchasing used aircraft and marketing to potential purchasers. **Aircraft Storage (FBO):** Sub-leasing hangar space to owners or operators of aircraft on a short term or long term basis, including moving and parking aircraft.

**Airport:** The Baraboo-Dells Airport and all the property, buildings, facilities and improvements as it now exists on the Airport Layout Plan or as it may hereinafter be extended, enlarged or modified.

**Avionics or Instrument Repair (FBO)**: Maintenance and repair work on avionics, instruments and electronics by properly certified technicians. Includes the sale of aircraft parts and accessories as part of the maintenance and repair work, but does not include a retail store.

**Car Rentals (FBO):** Renting motor vehicles to persons arriving by aircraft, which are picked up by the customer at the Airport and primarily stored at the Airport when not rented. This does not include taxi services licensed by a municipality, or rental agencies located off the Airport when vehicles are picked up and dropped off at a location off the Airport.

**Charter and Air Taxi (FBO): Unscheduled:** Air transportation of persons or property to and from the Airport on an unscheduled basis at a frequency of less than 10 trips per month. **Scheduled:** Air transportation of persons or property to and from the Airport more than 10 trips per month.

**Commission or Airport Commission:** The City of Baraboo serves in this capacity and was granted the authority under chapter 114 Wis. Stats. by the Inter-governmental Agreement approved by the City of Baraboo and Village of Lake Delton.

**Commercial Self-Service Fueling:** A fueling system that enables an aircraft owner or operator to fuel the owner's/operator's aircraft from a commercial fuel pump installed for that purpose. The fueling system may or may not be attended.

County: Sauk County, Wisconsin.

**Application Review Committee**: Members shall be the City Clerk, Airport Manager, City Administrator, and Mayor.

**FAA:** The Federal Aviation Administration.

FAR: Federal Aviation Regulation.

**Fixed-Base Operator (FBO):** A person or entity, which has been granted a written contract by the Airport to provide one or more aeronautical services on the Airport.

**Flight Training (FBO):** Teaching students to become pilots of fixed or rotary wing aircraft, including dual and solo flight training, ground school instruction, preparation for written exams and flight check rides for licenses and ratings pursued by students.

**Flying Club:** A non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

**Fueling Operations:** The transport, storage, and/or dispensing of fuel into aircraft.

**Fuel Sales (FBO):** Owning or leasing fuel storage and pumping equipment for purchasing aircraft fuel at wholesale, reselling at retail and delivering fuel to operators of itinerant aircraft and aircraft based on the Airport.

**General Aircraft Services (FBO):** A wide variety of services, none of which requires FAA certification, including but not limited to: ramp assistance, towing and parking, tie-down service, tire inflation, washing, de-icing, energizer, starter and heater services, passenger loading, battery charging, human waste disposal, minor repair services that does not require a certified mechanical rating, cabin services performed on the ramp or apron.

Hangar: A building designed, constructed, and used for the storage of one or more aircraft.

**Inter-Governmental Agreement:** The Agreement entered by and among the City of Baraboo and the Village of Lake Delton pursuant to 114.151 Wis. Stats, regarding the creation and operation of the Airport and the Commission.

**Member Municipalities:** The municipalities of City of Baraboo and the Village of Lake Delton, which have established the Airport pursuant to 114.151 Wis. Stats. and which own the Airport.

**Minimum Standards:** The standards which are established by the Airport as the minimum requirements to be met as a condition of the right to conduct an aeronautical activity at the Airport, otherwise known as Rules and Regulations.

Multiple Services (FBO): An FBO providing two or more aeronautical services.

**NFPA:** The National Fire Protection Association.

**NOTAM:** Notice to Airmen.

**Owners:** The municipalities of the City of Baraboo and the Village of Lake Delton, which have established the Airport pursuant to 114.151 Wis. Stats. and which own the Airport.

**Person**: An individual, corporation, government or governmental subdivision, partnership, association, limited liability company, or any other legal entity recognized in Wisconsin.

**Propeller Repairs** (**FBO**): Maintenance and repair work on aircraft propellers by certified technicians. Includes the sale of propellers and parts and accessories for repair and maintenance but not the operation of a retail store.

**Self-fueling**: The fueling of an aircraft by its owner or by the owner's employees using the owner's equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. The use of a commercial self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein.

**Self-service:** The servicing of an aircraft (i.e., cleaning, repairing, changing the oil, washing) by the owner of the aircraft or by the owner's employees using the owner's equipment. Self-service activities cannot be contracted out to or performed by another party.

**Specialized Flying Services (FBO):** Air transportation for the following activities: banner towing and aerial advertising, aerial photography or surveying, power line or pipe line patrolling, fire fighting, sight seeing tours which start and end at the Airport.

**Spraying Services (FBO):** Use of any airport facilities for the purpose of crop dusting, seeding spraying or otherwise discharging any chemical, compound or other matter while in flight.

**Through-the-fence operation**: An aeronautical activity or aeronautical service, performed on land adjacent to the Airport, pursuant to written agreement with the Airport that permits direct access from the adjacent land to the Airport.

#### 1.09 ADOPTION

All FBOs and tenants, having written agreements with the Airport prior to the adoption of these Rules, shall be allowed to continue their operations, pursuant to their respective written agreements, provided the City determines that the continued operation is in the best interests of the Airport and that the operation is not in violation of any airport assurance compliance regulations. If the FBO's or tenant's agreement requires compliance with Minimum Standards as revised from time to time, then these revised Rules and all future revisions shall be immediately effective upon adoption. If an FBO's or tenant's agreement does not have a provision for compliance with these revised Rules, then the appropriate compliance clause shall be inserted into the agreement at the termination/renewal of the present agreement, or at any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Airport.

#### 1.10 <u>AMENDMENTS</u>

- (1) The Administrative Committee will consider and recommend any changes to the Rules and Regulations to the Common Council.
- (2) The Common Council will hold a public hearing with a Class 1 notice and consider the testimony of the public as well as the recommendation of the Administrative Committee.
- (3) The Common Council will make changes to the Rules and Regulations in accordance with Chapter 2 of the Baraboo Municipal Code.

#### **ARTICLE 2: ADMINISTRATION**

#### 2.01 WISCONSIN PUBLIC RECORD LAW

(1) Chapter 1, Subchapter IV of the Baraboo Code of Ordinances shall apply with legal custodian responsibility delegated to the Office of City Clerk.

#### 2.02 WISCONSIN OPEN MEETING LAW

(1) Chapter 2 of the Baraboo Code of Ordinances shall apply.

#### 2.03 CONDUCT OF MEETINGS

(1) Chapter 2 of the Baraboo Code of Ordinances shall apply.

#### 2.04 AIRPORT MANAGER

- (1) The position of Airport Manager is appointed by the City of Baraboo with duties assigned as necessary. The position may be by contract or employment at the discretion of the City of Baraboo.
- (2) **POWERS.** The duties of the office are those delegated by the City of Baraboo either through a contract or by job description.

#### 2.05 ACCOUNTS AND FINANCES

- (1) **OFFICIAL DEPOSITORIES.** The official depositories shall be the same as those designated by the City of Baraboo.
- (2) **AUTHORIZED SIGNATURES.** The Mayor, City Clerk and City Treasurer are authorized.
- (3) **GENERALLY ACCEPTED ACCOUNTING PRACTICES, AUDITS AND BUDGETING.** Chapter 3 of the Baraboo Municipal Code shall apply.

#### 2.06 ETHICAL STANDARDS

(1) Chapter 1, Sub-Chapter 5 of the Baraboo Code of Ordinances shall apply.

#### **ARTICLE 3: AIRPORT LAYOUT PLAN**

To be completed at a later date.

#### **ARTICLE 4: LOT LEASES**

#### 4.01 <u>LEASES REQUIRED.</u>

A standardized lease document shall be approved by the Baraboo Common Council and shall remain in effect until superseded. No deviations from the standard lease language shall be permitted without the express, written consent of the Common Council. A lot lease is required for every hangar, or reserved or exclusive ground surface use by anyone on the grounds.

#### 4.02 <u>APPLICATIONS.</u>

An application for a lot lease shall be in writing on forms provided by the City.

#### 4.03 **FEES.**

Costs specifically associated with making a lot available for lease shall be charged back to the lessor. Examples of these types of costs are relocation of facilities or obstacles, surveying, electric pedestal or other utilities.

#### 4.04 ACTION ON APPLICATION.

Applications shall be reviewed for completeness by the Airport Manager and forwarded to the City Clerk. The City Clerk shall organize an Application Review meeting with the applicant, Airport Manager and appropriate City officials.

#### 4.05 STANDARD OF REVIEW.

The Application Review Committee which shall consist of the Airport Manager, City Clerk, City Administrator, and Mayor shall review the application with the applicant. The Application Review Committee shall make a recommendation on the application and notify the applicant in writing of their decision, including any follow-up actions required by the applicant.

#### 4.06 DECISION ON APPLICATION

The Application Review Committee shall decide all applications. The Mayor and City Clerk are authorized to approve lease agreements except that any deviations from the standard lease language must be approved by the Common Council.

#### 4.07 <u>CONSTRUCTION STANDARDS AND SETBACK REQUIREMENTS.</u>

The front yard setback shall be no less than 10' from the lot line and building shall align with other hangars on the same side of the street. The side yard and rear setbacks shall be no less than 10' from any uses of property above the ground. An exception may be granted on any side or rear yard that is adjacent to the chain link security fence in cases where the building serves as the fence and on the condition that there are no doors or windows on the wall of the building serving as the fence.

#### 4.08 STANDARDS FOR MAINTENANCE

All facilities on leased property must be maintained according to the following standards and will be inspected for compliance with these standards prior to any lot lease renewal, extension or assignment:

Appearance: Facilities must be maintained free of significant structural damage, dents, rust. Facilities must be in good repair, consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity.

Landscaping: All landscaping shall be at grade, neatly trimmed and maintained and shall not interfere with passing aircraft. All landscaping shall be behind the required setback. Use of gravel, bark or other loose material is prohibited in an effort to prevent interference with aircraft moving parts. All driving areas shall be covered with a hard surface (asphalt or concrete is preferred).

Lawns: All unpaved areas shall be seeded with grass and mowed at regular intervals. The lessee shall remove and prevent the spread of noxious weeds.

Outdoor lighting: Outdoor lighting shall be configured so that illumination at the lot line does not exceed 1.0 foot-candles and shall not be a distraction for planes landing or taking off, and shall meet FAA airport standards.

Outdoor storage: Outdoor storage is not allowed.

Signage: The Town of Delton's sign ordinance shall be complied with unless further restricted by these Rules and Regulations. Only signs related to aviation business, services or activities are allowed.

- (1) Commercial Operations: Only wall signs or vehicle signs shall be permitted.
- (2) Private Hangars: Only wall signs identifying owner and/or address shall be permitted.
- (3) Temporary Signs: May be affixed to fence or other airport property only upon permission by Airport Manager.

Snow Removal: Snow accumulated on leased lands must be maintained and stored on leased lands unless another area has been designated by the Airport Manager.

#### 4.09 TREES AND LANDSCAPING

No trees or tree planting shall be allowed on leased lands. Low level landscaping and shrubbery are allowed, but must be maintained by the lessee. All plantings must be inside the setback area described in 4.07.

#### ARTICLE 5: GENERAL RULES FOR ALL AIRPORT USERS

#### 5.01 THROUGH-THE-FENCE OPERATIONS

Through-the-fence operations are not permitted at the Airport.

#### 5.02 USE OF MOTOR VEHICLES

The use of motor vehicles on the apron, taxiways and runways is prohibited unless the vehicle or driver is equipped with communication equipment sufficient to monitor aircraft using the same facilities. The Airport Manager may grant temporary permission to anyone with legitimate reasons, to operate motor vehicles on the apron, taxiways and runways and shall equip them with a portable radio.

#### ARTICLE 6: FIXED-BASE OPERATORS

#### 6.01 PURPOSE

The purpose of this Article is to establish the procedures and requirements for those persons wishing to provide commercial aeronautical services at the Airport. In addition to the purposes stated in section 1.03 above, these rules are intended to promote safety in all Airport activities, to protect Airport users from unlicensed and unauthorized products and services, to maintain and enhance the availability of adequate services for all Airport users, to promote the orderly development of the Airport, and to ensure the efficiency and financial integrity of Airport operations.

#### 6.02 CONTRACT REQUIRED

No person may conduct any aeronautical service at the Airport without permission from the City in the form of a written contract entered pursuant to the following rules and procedures.

#### 6.03 APPLICATIONS

A person wishing to become an FBO at the Airport shall submit a written application to the City. The application materials and any subsequent documentation provided to the City are subject to the Wisconsin Open Records Law. The written application shall contain the following:

- 1. The name, address, and phone numbers of the applicant.
- 2. The name, address, and phone numbers of all persons who currently own and who are expected to own an interest in the applicant's proposed aeronautical service business. If a corporation is the applicant, this information shall be provided regarding each officer and director. If a limited liability company (LLC) is the applicant, this information shall be provided regarding each member and manager of the LLC.
- 3. The name, address, and phone numbers of all persons who currently manage and who are expected to manage any part of the applicant's proposed aeronautical service business.
- **4.** A description of the aeronautical service(s) proposed to be operated by the applicant at the Airport.
- 5. A list of the licenses and ratings which the FBO intends to have, and a list of the FBO's employees who will hold the licenses and ratings.
- A statement of the education, experience, training and other qualifications of the proposed FBO and the proposed FBO's employees to conduct the proposed services.
- 7. A business plan for the proposed business, and such additional financial information from the proposed owner(s) as the City deems necessary for it to make a judgment on the financial ability of the business to build the proposed facilities, to conduct the proposed operations and to comply with Airport rules.
- **8.** A listing of assets currently owned or leased for the applicant's proposed aeronautical service business, and a listing of the assets which will be owned or leased for the applicant's proposed aeronautical service business.
- 9. Written authorization for a complete law enforcement background check for the owner. After review of the information provided in response to paragraphs 2 and 3 above, additional reports and/or authorizations for additional persons may be requested by the City.
- 10. A written authorization from the owner authorizing the release of information to the City regarding the owner from the FAA, and from aviation or aeronautics commissions, administrators, and departments of all states in which the owner has engaged in any aeronautical service business. The owner will execute such forms, releases, or discharges as may be required by those agencies. After review of the information provided in response to paragraphs 2 and 3 above, additional authorizations for additional persons may be requested by the City.
- 11. Preliminary plans and specifications for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought.
- 12. Proof that the applicant is able to acquire the types and levels of insurance coverage which will be required for the applicant's proposed aeronautical service business.
- 13. Such other information as the City may require.

#### **6.04 FEES**

- (1) All applicants shall pay a non-refundable application fee which shall be established by resolution of the City.
- (2) A double fee shall be charged by the Clerk if the applicant commences aeronautical activities before a permit is applied for and issued. Such double fee shall not release the applicant from full compliance with these Rules nor from prosecution for violation of these Rules.
- (3) All applicants shall reimburse the City for costs incurred (if any) on outside consultants hired to review and evaluate the application. Before hiring a consultant, the City may require the applicant to pay a deposit to cover the expected costs of the consultant.
- (4) The City may delay any and all action on an application until such time as all fees required hereunder have been paid. An application is not considered "complete" and ready for consideration until all fees have been paid.

#### 6.05 ACTION ON APPLICATIONS

- (1) **Initial Review of Application:** The Clerk, or designee, shall determine whether the application fulfills the requirements of section 6.03 and 6.04 above. If the Clerk determines that the application does not fulfill the requirements, the Clerk shall return the application to the Applicant with a brief statement identifying how the application is inadequate. If the Clerk determines that the application fulfills the requirements the Clerk shall forward the application for further action.
- **Referral to City:** Upon receipt of a complete application, the Clerk shall forward a copy of the application to the Application Review Committee and organize a meeting of same.
- (3) **Meeting:** The Application Review Committee shall review the application for the purpose of determining what additional information, if any, the Committee would like to receive from the applicant, staff, and/or outside consultants. The Application Review Committee shall make a formal recommendation to the Administrative Committee.
- (4) **Formal Recommendation:** After due consideration of the following standards of review and after considering the recommendation of the Application Review Committee, the Administrative Committee shall recommend to the Common Council, one of the following within a reasonable timeframe.
- (a) to approve tentatively the application as originally proposed; or
- (b) to approve tentatively the application with such modifications and conditions as the Committee deems necessary and appropriate after consideration of the standards of review, and the input from the Application Review Committee, outside experts, its own members, the public, and/or any other source; or
- (c) to deny the application.
- (5) **Formal Decision:** The Common Council shall consider the recommendation of the Administration Committee and issue a final decision within a reasonable timeframe.

#### 6.06 STANDARD OF REVIEW:

The following issues shall be considered by the Administrative Committee in making its recommendation to approve, to approve with conditions, or to disapprove an application:

- (1) Whether the proposed aeronautical service is in harmony with the purposes, goals, and objectives of the Airport.
- (2) Whether the proposed aeronautical service will cause a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of implementation of the Airport's development plans.
- (3) Whether the proposed aeronautical service will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or other public services provided by the Airport.
- (4) Whether the potential public benefits of the proposed aeronautical service outweigh any and all potential adverse impacts of the proposed aeronautical service, after taking into consideration the Applicant's proposal, including the Applicant's suggestions to ameliorate any adverse impacts.
- (5) Whether the applicant's proposed aeronautical service operation will create a safety hazard on the Airport.
- (6) Whether the granting of the application will require the expenditure of Airport funds, labor, and/or materials which the Airport determines to be unreasonable or unavailable.
- (7) Whether the proposed aeronautical service is likely to result in a financial loss or economic hardship to the Airport.
- (8) Whether there is appropriate and adequate space available on the Airport to accommodate all of the aeronautical service(s) proposed by the applicant.
- (9) Whether the proposed aeronautical service complies with the approved Airport Layout Plan and all other plans for Airport expansion.
- (10) Whether the proposed aeronautical service will result in a congestion of aircraft or buildings, or will unduly or unfairly interfere with the operations of any present FBO on the Airport, by creating problems with aircraft traffic, noise, or access to all FBO's.
- (11) Whether an applicant, owner, and manager have sufficient aeronautical and business background, experience, and capability to perform the aeronautical service business proposed by the applicant.
- (12) Whether an applicant, owner or manager has sufficient financial resources to build the proposed facilities, to conduct the proposed aeronautical services, and to fulfill its obligations to the Airport.
- (13) Whether the applicant has the ability to acquire the levels and types of insurance required.
- (14) Whether an applicant, owner or manager has supplied false information, has misrepresented (by act or omission) any material fact in the application, in supporting documents, or in information presented to the Committee.

- (15) Whether an applicant, owner or manager has a record of violating this Airport's rules, or the rules of any other airport, or any state or federal aviation regulations.
- (16) Whether an applicant, owner or manager has defaulted in the performance of any lease or other agreement with this Airport or any other airport.
- (17) Whether the applicant, owner or manager is either (i) subject to a pending criminal charge, or (ii) has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relates to one or more of the aeronautical services which the applicant proposes to conduct (provided that the City shall comply with the requirements of Wisconsin's Fair Employment Act, section 111.321 Wis. Stats. et seq).

#### 6.07 <u>DECISION ON APPLICATIONS</u>

- (1) **DENIAL:** If the Common Council denies the application, the Clerk shall inform the applicant of the reasons for such denial, which shall conclude the matter.
- (2) APPROVAL: If the Council approves (with or without conditions) the application, such approval shall be tentative and shall not become binding and effective until a formal contract between the City and the applicant has been executed by the parties.
- (3) **CONDITIONS:** The Council may impose such additional terms and conditions upon the granting of any application as the Council, in its sole discretion, deems reasonable and necessary to fulfill the purposes of these Rules and the City's responsibilities. These Rules recognize that every FBO application will present issues which are different from other applications and, therefore, may require additional terms and conditions. It is further recognized that these Rules do not, and can not, address each and every possible issue which an application may raise, and so the power to impose conditions provides the City with the flexibility needed to respond to issues which have not been addressed herein.

#### 6.08 WRITTEN CONTRACT

- (1) **REQUIRED:** No FBO is permitted to operate on the Airport until the FBO and the City have entered into a written contract. If the Common Council approves the application (with or without conditions), the City shall draft and present to the applicant a written contract.
- (2) **FLEXIBILITY:** Nothing herein shall prevent or limit the parties' rights to negotiate the terms and conditions of the FBO contract, provided however, that the nature and extent of the applicant's proposed business shall not be materially modified by contract without re-initiation of the application process.
- (3) MANDATORY CONTRACT TERMS: The following contract terms, in the most-current form of such clauses, shall be included in each FBO contract:
- (a) Premises to be Operated for Use and Benefit of Public: The FBO shall operate the premises leased from the City for the use and benefit of the public:
- 1. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport; and
- 2. To furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof; and
- 3. To charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- Non-Discrimination: The FBO, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, shall covenant and agree (1) that no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the FBO shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle I, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (c) Aircraft Service by Owner or Operator of Aircraft: It shall be clearly understood by the FBO that no right or privilege will be granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- (d) Non-Exclusive Rights: Nothing in the contract shall be construed to grant or authorize the granting of an exclusive right to the FBO.
- (e) Airport Development: The City shall reserve the right, but shall not be obligated, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the FBO, and

without interference or hindrance. If any such development or improvement requires a change in the location of the site leased to the FBO, the Commission shall have the unilateral right to relocate the FBO to a new site at the Airport, and will move all buildings or provide similar facilities for the FBO at no cost to the FBO, or shall purchase from the FBO its building(s) and/or structures at fair market value as determined in the land lease.

- **(f) Airport Maintenance and Repair:** The City shall reserve the right, but shall not be obligated, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the FBO in this regard.
- (g) War, National Emergency, Riot, or Natural Disaster: During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof, to the United States or State of Wisconsin for military or National Guard use, and in such event, the provisions of the FBO Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.
- (h) Aerial Approaches and Transitions: The City shall reserve the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the FBO from erecting any building or other structure on the Airport, which, in the sole discretion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- (i) Subordination: The agreement shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.
- (j) Access to Premises: To the extent necessary to protect the rights and interests of the Airport, or to investigate compliance with the terms of this agreement, the City and/or the Airport Manager or their designee, shall have the right to inspect the leased premises, including all buildings, structures, and improvements erected thereon, upon a 24 hour notice, except for in cases of emergencies.
- (k) Unrestricted Right of Flight: The Airport shall reserve, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the leased premises conveyed to the FBO, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
- (1) Insurance: The FBO shall obtain and maintain insurance in the amounts required by Appendix 1, and such additional amounts as the City may conditionally require. The FBO shall include the City of Baraboo as an additional insured on all required insurance. Certificates of Insurance evidencing the required insurance shall be filed with the City Clerk, and upon request, certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverage will not be cancelled or non-renewed during the term of the agreement unless thirty (30) days advance notice in writing has been given to the City in a manner specified in the agreement.
- (m) Assignment: Assignment of the FBO contract shall be prohibited, except with the prior written consent of the Common Council.
- (n) Audit: The City shall be authorized, at all reasonable times, to audit the books of the FBO to enable the City to verify the amount of fees due or to verify all other conditions of the FBO Agreement. It is expected that such audits will be on an annual basis; however, the City reserves the right to conduct the audit at any time. The FBO shall fully cooperate regarding the audit.
- **(o) Term:** The agreement shall be for a set term of months and/or years, with due consideration of the applicant's financial investment and the needs of the applicant to amortize the leasehold improvements which the applicant expects to make at the Airport.
- (p) Ownership Changes: Any changes in the ownership or management of the FBO shall require review and approval by the Common Council.
- (q) Construction: Any and all construction of structures and buildings by the FBO shall be in accordance with these Rules.
- **(r) FAA Certificates:** Any and all FAA certificates, permits, licenses and/or ratings issued to and required of an FBO shall be maintained, and if any should be suspended, limited, or terminated, for any reason, the FBO shall notify the Airport within 5 days of such event.
- **(s) Fees:** The FBO shall comply with all fee schedules.
- (t) Security Plan: The FBO shall comply with the Airport's Security Plan, and all amendments thereto.
- (u) Environmental: The FBO shall comply with all federal, state and local environmental rules and regulations.
- (v) Effect on other Permits: Nothing herein shall be construed as a waiver or grant of any other licenses or permits (local, state, or federal) which may apply to the aeronautical service which the City has approved. Such other licenses or permits remain the responsibility of the applicant.
- (w) Time Limits on Development of FBO: The applicant shall commence FBO operations on the Airport within 60 days of execution of the contract, unless another date is stated in the contract. Failure to initiate FBO

operations within this time period shall automatically constitute revocation of the approval and termination of the contract. Nothing herein shall prevent the applicant from requesting an extension of this time period. Said request shall require formal approval by the City and shall be based upon a showing of good cause.

#### 6.09 MINIMUM REQUIREMENTS FOR AERONAUTICAL SERVICES

The following requirements are the minimum requirements which an FBO providing aeronautical services must fulfill and maintain:

#### (1) ALL OPERATORS

- (a) **Description of Service**: FBO shall make an application as described in 6.03 and provide a description of services to be provided and shall prepare a detailed proposal covering all categories of Appendix 2. Description shall identify services provided by FBO and employees and shall identify all services to be provided by contractors.
- (b) Detailed Proposal Items:
- **1. Airport Space:** Statement describing square feet of ground space, which in the proposer's opinion, provides an appropriate location and sufficient space, to provide as needed:
- a. A building to house FBO activities and services offered.
- b. Parking spaces of 1.5 times the number of expected FBO and employees plus for Charter or sightseeing tours an additional 1 space per every two passengers per trip.
- c. An apron to provide for aircraft movement from the FBO's building to the Airport's taxiway; and
- d. A paved walkway within the leased area to accommodate pedestrian traffic to the FBO's office.
- e. For helicopters, a marked landing pad and pedestrian walkway, at a site approved by the Airport Manager, away from the normal flow of fixed-wing aircraft and occasional helicopters using the Airport.
- **2. Buildings:** The FBO shall provide a description and plans concerning leasing or erecting a building and shall include:
- a. Description and foot print of square feet of floor space to house FBO operations including shop, repair areas, staging area, storage and classroom.
- b. Description of square feet of floor space for an office, which shall be properly heated and lighted.
- c. Description of public areas including retail sales and bathroom facilities.
- d. Review of and adherence to Airport Security Plan.
- **3. Equipment:** List of vehicles, aircraft, equipment or tools that the FBO shall have available or on call and whether the FBO owns or leases the equipment. For retail sales: include example list of items to be sold, fuel grades, etc.
- **4. Personnel: Number of employees and proposed work shift schedule** that the FBO shall have in his employ, and on duty during the appropriate business hours, including expertise and education of personnel. The Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the Operator.
- **5. Hours of operation:** The FBO shall provide a schedule for hours of operation and make provision for someone to be in attendance on the premises at all times during the operating hours
- **6. Insurance:** Operator shall provide a statement of intentions to comply with the insurance requirements identified in Appendix 1.
- **7. Warranty Service:** The FBO shall provide statement of guarantee and warranty arrangements and warranty period for all services provided.
- **8. Environmental:** Statement of how the FBO shall lawfully handle, store, and dispose away from the Airport, all solid waste, regulated waste, and other materials including (but not limited to) used oil, solvents, and other regulated waste.
- **9. Customer controls: Statement of intentions to** employ such personnel, erect such signs and fences, and install such other safety features as the City deems necessary for the management and control of customers (i.e. tourists and children) who may not be familiar with the operations of a small airport and who may not appreciate the dangers associated therewith.

#### 6.10 FBO SUB-LEASING OR SUB-CONTRACTING

- (1) **APPROVAL REQUIRED:** No FBO may sub-lease or sub-contract all or any part of an aeronautical service provided by the FBO, except with the prior express written consent of the City of Baraboo.
- **PROCEDURE:** An FBO wishing to sub-lease or sub-contract all or any part of an aeronautical service shall file an application, pursuant to section 6.09 above, and shall follow the entire procedure above for approval.
- (3) **CONTRACT:** The FBO and the Sub-FBO shall enter into a written contract, which must be approved by the City which must incorporate all of the FBO's obligations under these Rules and the existing agreement with the FBO.
- (4) **MINIMUM REQUIREMENTS:** The Sub-FBO shall be required to meet conditions as the City may require. However, the City may allow the FBO and Sub-FBO to jointly satisfy certain minimum requirements, in the City's sole discretion.

#### 6.11 TERMINATION OF FBO

If an FBO (i) violates the terms of its contract, or (ii) violates any rules or regulations of the Airport, or (iii) violates any state or federal rules or regulations, the FBO may be subject to termination by the City. The City shall serve the FBO with notice of the alleged violation(s), and shall schedule an evidentiary hearing, at least 10 days thereafter, at which the City and the FBO may present evidence regarding the alleged violations. At the hearing, the FBO may be represented by an attorney, may present evidence, and may present witnesses, and may cross-examine other witnesses. The City shall render a decision regarding whether the FBO has failed to operate, and whether the FBO should be terminated as a result of such failure.

#### 6.12 CHANGE OF OWNERSHIP

An FBO contract can not be sold, transferred, or assigned without approval of the City of Baraboo. Any person wishing to acquire an existing FBO business shall submit a new application and comply with the procedure herein.

#### ARTICLE 7: AIRPORT SECURITY PLAN

#### 7.01 <u>COMPLIANCE</u>:

All operators, land lessees, or tenants of the airport must comply with the requirements of the Airport Security Plan adopted on February 22, 2006 and as from time to time, may be amended.

#### 7.02 GATE ACCESS

Access to the secured area is provided through an automatic gate located on Volz Boulevard. All operators, land lessees, tenants and other users with a legitimate need to access the secured area are eligible to apply for the automatic gate KEY CODE. Each user who desires access to the secured area must submit a "Security Clearance Request" form to the airport manager for approval. The airport manager will review each "Security Clearance Request" form to determine eligibility and either approve or deny the request. Once approved, the applicant will receive the KEY CODE via certified mail/return receipt requested. All future changes to the KEY CODE will be distributed to each approved applicant in the same manner. If an applicant is denied access to the secured area by the Airport Manager, they may appeal the decision by requesting that the Administrative Committee review the clearance request. The Administrative Committee shall make the final decision whether to grant or deny access to the secured area."

#### ARTICLE 8: AIRPORT MAINTENANCE

#### 8.01 <u>LAWN MAINTENANCE</u>

Grounds maintenance shall be performed under the direction of the City of Baraboo. Mowing along the runways

and taxiways shall be performed so as to keep the grass low so as to prevent nesting of birds or other animals. Other areas shall be mowed at lesser intervals with the primary intention to prevent rank growth and the spread of noxious weeds.

Leased lands shall be maintained at the expense of the lessee. The Airport's equipment and/or personnel shall not perform grounds maintenance on any leased lands.

#### 8.02 SNOW REMOVAL

Plowing operations usually begin after snow accumulation reaches two inches. In general, plowing begins at 6:00 A.M. and goes until the runways are clear usually 24 hours if a second pass is not necessary. Operations may begin earlier if exceptional conditions (speed of accumulation, extreme cold, or drifting) are anticipated. The decision to plow is made by Airport Management. Management is responsible for coordinating the plowing workers, including calling outside resources.

Weather forecasts will be consulted during regular work hours so plowing workers can be notified to the possibility of plowing operations later that evening.

The plowing crew consists of 1 worker and additional outside resources as needed.

- Airport Management will determine what additional resources and equipment are necessary to have the airport operational within 24 hours after the storm.
- Plowing will be in order of importance; Runways, taxi ways, ramp, parking areas, and streets.
- Any damage done as a result of plowing to lights etc. will be repaired as quickly as possible.

Leased lands shall be cleared at the expense of the lessee. The Airport's equipment and/or personnel shall not perform snow removal on any leased lands.

#### 8.03 BUILDING MAINTENANCE

Building maintenance for the terminal building shall be performed under the direction of the City of Baraboo. Building maintenance for buildings on leased lands shall be performed at the expense of the lessee. The Airport's equipment and/or personnel shall not perform building maintenance for any structure on any leased lands.

#### **ARTICLE 9: ENFORCEMENT AND PENALTIES**

#### 9.01 PENALTY PROVISIONS

Violation of these rules may result in the issuance of a citation by the City of Baraboo, subject to the penalties of §25.04, Ordinances. Each violation and each day a violation continues or occurs shall constitute a separate offence. Nothing in these Rules shall preclude the City from maintaining any appropriate court action to prevent or remove a violation of any provision of the Rules.

# APPENDIX 1 MINIMUM INSURANCE POLICY LIMITS

#### **GENERAL INSURANCE REQUIREMENTS**

Each hangar land lease lessee shall provide and maintain an insurance policy as a condition of the lease. Such insurance policy shall consist of premises liability insurance with a company licensed to do business in Wisconsin in the minimum amount of \$1,000,000 per occurrence with \$100,000 bodily injury per person for all damages arising out of bodily injury or property damage concerning the above described premises during the entire term of this lease naming Lessor as an additional insured. Additionally, Lessee shall provide Lessor with a certificate of insurance or

a copy of the insurance policy naming the Lessor as an additional insured. Notwithstanding any other provision, the failure to provide insurance as required by Lessor under this section of the lease constitutes immediate grounds for termination of the Lease. Each commercial airport operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business to be conducted:

- (a) Commercial General Liability insurance in the minimum amount of \$1,000,000 Combined Single Limit per occurrence and \$1,000,000 annual aggregate. No bodily injury per person or property damage sub-limits are allowed. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.
- (b) Hangar Keeper's liability insurance in the minimum amount of \$100,000 any one aircraft and \$300,000 any one occurrence, or more as values require.
- (c) Products-completed operations liability insurance in the amount of at least \$1,000,000 Combined Single Limit per occurrence and in the aggregate. No bodily injury per person or property damage sub-limits are allowed.
- (d) Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of a least \$1,000,000 Combined Single Limit per occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.
- (e) Worker's compensation insurance as required by law and employer's liability insurance in the minimum amounts of \$100,000 per accident, \$100,000 disease per person, \$500,000 disease policy limit.
- (f) Aircraft liability insurance in the amount of at least \$1,000,000 Combined Single limit per occurrence single limit Bodily Injury and Property Damage Liability with \$100,000 per passenger for bodily injury.
- (g) If applicable, Lessee shall maintain Environmental Impairment Liability coverage for any underground or aboveground fuel storage facility, tank, underground or aboveground piping, ancillary equipment, containment system or structure used, controlled, constructed or maintained by Lessee in the minimum amount of \$1,000,000 and each Incident, \$1,000,000 Aggregate. The policy shall cover on-site and off-site third party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.
- (h) All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with respect to the city unless policies provide no contractual liability coverage.

#### ADDITIONAL INSURANCE REQUIRED BY CITY'S RISK MANAGEMENT DIRECTOR.

In addition to the types and amounts of insurance required, each commercial airport operator shall at all times maintain such other insurance as the Airport Manager may reasonably determine to be necessary for such commercial airport operator's activities.

#### FORM; ACCEPTANCE BY CITY.

All insurance shall be in a form and from an insurance company with an A.M.Best's financial rating of at least A-VII. All policies, except worker's compensation policy, shall name the City of Baraboo and its elected or appointed officials, officer's, representatives, directors, commissioners, agents and employees as "Additional Insureds," and the commercial airport operator shall furnish certificate of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

# APPENDIX 2 MINIMUM REQUIREMENTS FOR AN FBO BUSINESS PLAN

- 1. All services that will be offered.
- 2. Amount of land desired to lease.
- 3. Building space that will be constructed or leased.
- 4. Number of aircraft that will be provided.
- 5. Equipment and special tooling to be provided.
- 6. Number of persons to be employed.
- 7. Short resume for each of the owners and financial backers.
- 8. Short resume of the manager of the business (if different from 7 above) including this person's education, experience and background in managing a business of this nature.
- 9. Periods (days and hours) of proposed operation.
- 10. Amounts and types of insurance coverage to be maintained.
- 11. Evidence of the income projections for the first year and the succeeding 4 years. Include projections for added equipment.
- 12. Methods to be used to attract new business (advertising and incentives).
- 13. Amenities to be provided to attract business.
- 14. Plans for physical expansion, if business should warrant such expansion.
- 15. Statement regarding existing airport infrastructure and proposed impact business will have on existing infrastructure.

# Exhibit E Contract Performance Evaluation Fixed Based Operator

FBO Name:	Date Appraisal Completed:
Years of Service (in present position):	
Evaluation Period: From	То
Completed By:	
Rent & Fees:	
Operator to show timely payments for rent on leased premises, fuel flowage ar	nd landing fees.
Standard met Standard not met for the following: Condition to be corrected by:	
Comments:	
Insurance:	
Operator to show property coverage pursuant to Minimum Standards and Req	uirements for Airport Aeronautical Services and Activity.
Standard met Standard not met for the following: Condition to be corrected by:	
Comments:	
Maintenance and Building Repairs:	
Operator to show property maintenance of the Leased Premises and the repairs, as needed.	surrounding land premises are in good order and made
Standard met Standard not met for the following: Condition to be corrected by:	
Comments:	

General Covenants:	
Operator observes and obeys laws, ordina	nances, rules and regulations enforced by owner. O

General Go	venants.
	bserves and obeys laws, ordinances, rules and regulations enforced by owner. Operator's employees conduct
themselves	s in a safe, sober and courteous manner.
	Standard met
	Standard not met for the following:
	Condition to be corrected by:
	Comments:
Hours of O	peration:
	rovided a list of hours of operation and had its offices and premises open and fully attended and that services were
available ir	accordance with the hours prescribed for the type of services offered as indicated in the Airport Rules and Regulations
	Standard met
	Standard not met for the following:
	Condition to be corrected by:
	Comments:
Financial D	disclosure:
	urnished evidence to show that Operator is financially capable of providing the services and facilities set forth in the
Agreement	
	Standard met
	Standard net Standard not met for the following:
	Condition to be corrected by:
	Comments:
Specific Se	ervices:
Operator pro	ovided a description of services provided. The description identified services provided by FBO and employees and identified all
service to be	e provided by contractors. All services were performed and continuously offered throughout the review period.
	Standard met
	Standard not met for the following:
	Condition to be corrected by:
	Comments:
	Commonic.

#### Hazardous Material:

nazaruous ivia	ateriai.								
Operator to sto	ore hazardou	s materials in compliance with laws, statues and ordinances regarding hazardous materials.							
	<del></del> l	met not met for the following: to be corrected by:							
C	comments:								
Attitude:									
This category i	measures the	e Operator's level of enthusiasm and general outlook and his/her role in fulfilling the contract requirements.							
	SEE	Consistently displays a positive, upbeat view, which has a beneficial effect. Is always willing to participate, share, or assume additional duties. Always delivers the best they have to offer.							
	EE	Has a superior outlook on the job and their role in it, frequently volunteers and performs tasks with enthusiasm and ability.							
	ME	Performs the responsibilities of the position without any negativism.							
	BE	Does not always have a cooperative spirit, can sometimes be contrary.							
	SBE	Exhibits hostile qualities toward superiors and peers, and puts little effort into performing the job's responsibilities.							
C	omments:								
Airport Manage	er, of their de	esignee Date							
FBO		Date							

### **MINIMUM STANDARDS AND REQUIREMENTS**

### **FOR**

### **AIRPORT AERONAUTICAL SERVICES**

### **AND ACTIVITY**

### **AT**

### **BARABOO-WISCONSIN DELLS REGIONAL AIRPORT**

Adopted August 21, 2002 Amended April 20, 2005 Amended February 22, 2006 Amended April 23, 2018

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#### **DEFINITIONS USED IN THIS DOCUMENT**

**Aeronautical Service or Activity** means any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

**Agricultural Lands** means Airport owned property that is not presently needed for aeronautical use and is available for agrarian purposes.

Airport means the Baraboo-Wisconsin Dells Regional Airport.

**Airport Commission** or Commission has the meaning as assigned by §114.14, Wis. Stat., and consists of representatives from the City of Baraboo and Village of Lake Delton, the joint Owners of the Airport.

Airport Manager means the person or entity selected by the Commission to manage airport.

FAA means the Federal Aviation Administration.

**Lease** is the right to conduct commercial, aeronautical or agricultural activities on the airport as defined within the parameters of the established minimum standards.

**Operator** means any person or persons, firm, partnership, corporation, association or group that operates a business that provides any one or a combination of aeronautical services to or for aviation users at the Airport.

**Minimum Standards** means the qualifications which are established herein by the Commission as the minimum requirements to be met as a condition for the right to conduct an aeronautical service or activity on the airport.

#### MINIMUM STANDARDS FOR ALL OPERATORS

The following standards shall apply to all Operators, with the exception of flying clubs whose complete list of standards are presented in the section which pertains solely to that type of operation.

- (1) Terms and duration of Leases shall be mutually agreed upon between the parties commensurate with the Operator's financial investment in his/her facility. If the duration of the lease is to exceed five years in length, provisions shall be made to periodically review the terms and rents of the lease relative to economic conditions and changes in the airport environment.
- (2) Operator shall have the experience necessary to conduct any aeronautical service he wishes to provide to the public and shall submit a statement of qualifications to the Commission upon request. This requirement can be met if the Operator has in a supervisory position, a person of such experience. Should an Operator not have such experience, but can demonstrate to the Commission satisfaction that he/she has had equivalent related experience or training, such may be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he/she wishes to provide, compliance with the relevant minimum standard as presented in this document, ratings and licenses his/her organization will have, and general scope of the operation.
- (3) Any Operator seeking to conduct aeronautical services at the airport must provide the Commission a letter of financial integrity, to the Commission's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The Operator must also demonstrate that he has the financial ability

or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.

(4) All Operators shall demonstrate to the Commission's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. The following shall be established as minimum coverage:

#### a. **Aircraft Liability:**

**Bodily Injury and Property Damage** 

Bodily Injury - Each Person: \$ 100,000

Combined Single Limit: \$1,000,000 each accident

b. <u>Comprehensive Public Liability and Comprehensive Property Damage, Including</u>
Vehicular Property Damage:

Bodily Injury/Property Damage Combined Single Limit: \$1,000,000 each accident

c. Hangar Keepers Liability: \$1,000,000 each accident

d. **Products Liability:** \$1,000,000 each accident

e. **Student and Renters Liability:** \$1,000,000 each accident

f. <u>Documentation of Financial Responsibility Compliance</u>: (limits as required by the Environmental Protection Agency)

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (5) Each lease for ground space and contract for business at the airport entered into by the Commission shall include each of the following provisions as are required by State and Federal governments:
  - a. Fair and Nondiscriminatory Provisions
  - b. Affirmative Action Assurances
  - c. Civil Rights Assurances
  - d. Nonexclusive Rights Provision
  - e. Other mandated provision
  - f. The most current amendment or form of such mandatory lease provisions shall be obtained from the State or Federal governments and shall be kept on file in the office of the clerk of the airport owner and shall be included in each lease at the time of execution.
- (6) All Operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and

other conveniences of the take-off, flying and landing of aircraft.

- (7) Any construction required of any Operator shall be in accordance with design and construction requirements of the Owner, State and Federal regulations and applicable codes. All plans and specifications shall be submitted to the Commission for approval.
- (8) The Operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all activities and operations.
- (9) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.
- (10) These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate to the existing minimum standards.
- (11) All present Operators or tenants of the Airport having agreements with the Airport prior to the installation of these minimum standards may be allowed to continue operations without fully complying with them, provided the Commission determines that the continued operation is in the best interest of activity at the Airport and that the operation is not in violation of any airport assurance compliance regulations. If the current Operators lease agreement requires compliance with Minimum Standards as revised from time to time, these revised standards and future revisions shall be applied upon the approval of the modified standards. If the current lease does not have a provision for compliance with Minimum Standards the appropriate compliance clause shall be inserted into the lease at the termination/renewal of the present lease, or at any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Owner.
- (12) All FBO businesses are allowed only by separate contract. All Operators shall abide by Commission's posted fee schedule. In addition, fees and development issues for the specific FBO must be negotiated as part of the contract.
- (13) All operators, land lessees, or tenants of the airport must comply with the requirements of the Airport Security Plan. Copies of the Airport Security Plan will be distributed to each operator, land lessee or tenant as well as County and local law enforcement, fire and EMS departments.
- (14) Access to the secured area is provided through an automatic gate located on Volz Boulevard. All operators, land lessees, tenants and other users with a legitimate need to access the secured area are eligible to apply for the automatic gate KEY CODE. Each user who desires access to the secured area must submit a "Security Clearance Request" form to the airport manager for approval. The airport manager will review each "Security Clearance Request" form to determine eligibility and either approve or deny the request. Once approved, the applicant will receive the KEY CODE via certified mail/return receipt requested. All future changes to the KEY CODE will be distributed to each approved applicant in the same manner.
- (15) If an applicant is denied access to the secured area by the Airport Manager, they may appeal the decision by requesting the Airport Commission review the clearance request. The Airport Commission shall make the final decision whether to grant or deny access to the secured area.

#### **AIRCRAFT SALES**

#### STATEMENT OF CONCEPT

An aircraft sales Operator engages in the sale of new or used aircraft either independently or through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

#### **MINIMUM STANDARDS**

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage. Provisions shall be made for parking of at least two (2) automobiles outside of the aircraft parking area and within the leased area.
- (2) The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement (a copy of which shall be on file with the Airport Commission) with a repair shop operator at the Baraboo-Wisconsin Dells Municipal Airport or within fifty (50) miles. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator who is engaged in the business of selling new aircraft shall have available or on call at least one single engine demonstrator.
- (3) The Operator performing services under this category shall carry the following types of insurance in the minimum limits specified and a certificate shall be submitted to the airport commission and shall be kept current at all times:

#### a. **Aircraft Liability:**

Bodily Injury \$100,000 each person/\$1,000,000 each accident \$100,000 each person/\$1,000,000 each accident

Property Damage \$1,000,000 each accident

b. <u>Comprehensive Public Liability and Comprehensive Property Damage, including</u>
Vehicular:

Bodily Injury \$100,000 each person/\$1,000,000 each accident

Property Damage \$1,000,000 each accident

c. Hangar Keeper's Liability: \$300,000

d. **Products Liability:** \$1,000,000

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to

do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (4) The Operator shall have his/her premises open and services available eight (8) hours daily, five (5) days a week. The Operator shall make provision for someone to be in attendance on the premises at all times during the required operating hours.
- (5) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. The Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the Operator, and provide check ride pilots for aircraft sold.

# AIRCRAFT AIRFRAME, ENGINE AND ACCESSORY MAINTENANCE AND REPAIR

#### STATEMENT OF CONCEPT

An aircraft airframe, engine and accessory maintenance and repair Operator is a person or persons, firm or corporation, providing one or a combination of airframe, engine and accessory and repair services on aircraft, with at least one person holding a current certificate issued by the FAA with appropriate ratings to perform the services offered. This category shall also include the non-exclusive right to sell aircraft parts and accessories.

#### **MINIMUM STANDARDS**

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for airframe and power plant repair services including a segregated painting area (if this service will be provided), all meeting local and state industrial code requirements, and at least 500\_square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (6) The following types of insurance are required:
  - a. **Aircraft Liability**:

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Property Damage: \$1,000,000 each accident

b. <u>Comprehensive Public Liability and Comprehensive Property Damage, including</u> Vehicular.

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Property Damage: \$1,000,000 each accident

c. Hangar Keeper's Liability: \$300,000 each accident

d. **Products Liability**: \$1,000,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

#### AIRCRAFT LEASE AND RENTAL

#### STATEMENT OF CONCEPT

An aircraft lease or rental Operator is a person or persons, firm or corporation engaged in the rental or lease of aircraft to the public.

#### **MINIMUM STANDARDS**

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the space but outside the aircraft-parking ramp.
- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped and certified for flight under instrument weather conditions.

(6) The following types of insurance are required:

#### a. **Aircraft Liability:**

Bodily Injury \$100,000 each person

\$1,000,000 each accident

Passenger Liability \$100,000 each person

\$1,000,000 each accident

Property Damage \$1,000,000 each accident

## b. <u>Comprehensive Public Liability and Comprehensive Property Damage, including</u> Vehicular.

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Property Damage \$1,000,000 each accident

c. Students and Renters' Liability: \$100,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily seven (7) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

#### **FLIGHT TRAINING**

#### STATEMENT OF CONCEPT

A flight training Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary in preparation for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

#### **MINIMUM STANDARDS**

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least3000square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (5) automobile parking spaces within the

leased space but outside the aircraft-parking ramp.

- (3) The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for use in flight training, either owned or under written lease to Operator, not less than two (2) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.
- (6) The following types of insurance are required:

#### a. Aircraft Liability:

Bodily Injury \$100,000 each person

\$1,000,000 each accident

Passenger Liability \$100,000 each person

\$1,000,000 each accident

Property Damage \$1,000,000 each accident

## b. <u>Comprehensive Public Liability and Comprehensive Property Damage, including</u> Vehicular.

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Property Damage \$1,000,000 each accident

c. **Students and Renters' Liability:** \$100,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, seven (7) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating. The office of the operator must be attended at all times during business operating hours.

#### **AIRCRAFT FUELS AND OIL SERVICE**

Fuel and oil services include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area. The operator shall provide a minimum of two (2) additional non-specialized aeronautical services as listed below.

#### MINIMUM STANDARDS

- (1) The Operator shall lease the facility from the Owner, if available, or shall lease from the Commission an area of not less than 100,000 square feet of ground space in an area designated by the Commission for fuel storage, on which shall be installed a minimum 10,000 gallon above ground or underground fuel storage tank as approved by the airport commission, for each type of aviation fuel to be provided and 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall lease from the owner, if available, or provide the required pumping equipment, either mobile or fixed, to meet all applicable safety requirements relative to fuel dispensing as required by Federal, State and local regulations, and shall provide reliable metering devices which conform to Federal, State and local regulations.
- (3) The Operator shall provide such minor repair service that does not require a mechanic holding a current FAA certificate and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.
- (4) The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters, oxygen supplies, fire extinguishers, and passenger loading steps as appropriate and necessary for the servicing of the aircraft regularly using the Airport. All equipment shall be maintained and operated in accordance with local and State industrial codes.
- (5) The Operator shall meet the minimum standards for and provide a minimum of two (2) of the following services in addition to fuel and oil sales and service:
  - a. Aircraft Airframe, Engine and Accessory Maintenance and Repair
  - b. Flight Training
  - c. Aircraft Lease or Rental
  - d. Aircraft Charter and Air Taxi
- (6) The following types of insurance are required:

#### a. **Aircraft Liability:**

Bodily Injury \$100,000 each person

\$1,000,000 each accident

Passenger Liability \$100,000 each person

\$1,000,000 each accident

Property Damage \$1,000,000 each accident

# b. <u>Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.</u>

Bodily Injury and Property Damage Combined Single Limit: \$1,000,000

- c. Hangar Keepers Liability: \$300,000 each accident
- d. **Products Liability**: \$1,000,000 each accident.
- e. **Fuel Tank Financial Responsibility:** \$1,000,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (7) The Operator shall have his/her premises attended and open to provide services for eight (8) hours per day, seven (7) days a week and provide on-call aircraft servicing during all other hours.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner for all services offered. The premises of the operator must be attended at all times during business operating hours.
- (9) The Operator shall maintain an accurate record of all deliveries of aviation fuel and oil and such records shall be subject to examination and audit by the Commission or its representatives.
- (10) The Operator shall pay to the Commission a fuel flowage fee as determined by the Commission for every gallon of fuel sold or consumed by the Operator. The gallons will be determined from the Operator's invoices and the Operator's usage records and will be payable on or before the 10th day of the following calendar month.

#### RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION

#### STATEMENT OF CONCEPT

A radio, instrument, or propeller repair station Operator is a person or persons, firm or corporation, engaged in the business of and providing a shop for the repair of aircraft radios, propellers, and instruments, for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, and instruments, but such is not an exclusive right. The Operator shall hold the appropriate repair shop certificates issued by FAA.

#### **MINIMUM STANDARDS**

- (1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space to hangar a minimum of two (2) aircraft, provide for a shop, house equipment, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.
- (2) The Operator shall provide for at least five (2) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (6) The following types of insurance are required:

a. **Aircraft Liability:** 

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Property Damage: \$1,000,000 each accident

b. <u>Comprehensive Public Liability and Comprehensive Property Damage, including</u>
Vehicular.

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Property Damage \$1,000,000 each accident

(c) Hangar Keeper's Liability: \$300,000 each accident

(d) **Products Liability:** \$1,000,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

#### **AIRCRAFT CHARTER AND AIR TAXI**

#### STATEMENT OF CONCEPT

An aircraft charter and an air taxi Operator is a person or persons, firm, or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Regulations.

#### **MINIMUM STANDARDS**

(1) The Operator shall lease from the Commission an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for aircraft storage and at least 500 square feet of floor space for office customer lounge

and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (5) The Operator shall have available for rental, either owned or under written lease to the Operator, not less than one (1) certified and currently airworthy aircraft, which must be a four-place aircraft multi engine aircraft which meet the requirements of the air taxi or air charter certificate held by the Operator, including instrument operations.
- (6) The following types of insurance are required:

#### a. **Aircraft Liability:**

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Passenger Liability: \$100,000 each person

\$1,000,000 each accident

Property Damage: \$1,000,000 each accident

### b. <u>Comprehensive Public Liability and Comprehensive Property Damage, including</u> Vehicular:

Bodily Injury: \$100,000 each person

\$1,000,000 each accident

Property Damage \$1,000,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (7) The Operator shall have his/her premises attended and open to provide services eight (8) hours daily five (5) days a week. The Operator shall provide on call service during hours other than scheduled open hours.
- (8) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA issued commercial pilot certificate with appropriate ratings to permit the flight activity offered by the Operator.

#### **AIRCRAFT STORAGE - HANGAR KEEPEER**

#### STATEMENT OF CONCEPT

A Hangar Keeper is a person or persons, firm or corporation engaged in the rental of hangar space, single or multiple hangar, or multiple T-hangars.

#### **MINIMUM STANDARDS**

- (1) The Operator shall lease an amount of land from the Commission appropriate to the size of hangar to be constructed in an area which has been designated by the Owner.
- (2) The Operator shall have a Hangar Keepers agreement with the Owner.

Property Damage

- (3) The Operator shall pay a percentage of gross receipts, as specified in the agreement, to the airport Commission for the right and privilege to conduct a Hangar Keepers business on the airport.
- (4) The Operator shall have airport Commission approved lease agreements with all tenants and shall provide a current list of tenants to the airport manager.
- (5) The following types of insurance are required:

# a. <u>Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.</u>

Bodily Injury: \$100,000 each person

\$1,000,000 each accident \$1,000,000 each accident

b. Hangar Keeper's Liability: \$300,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

- (6) The hangar space Operator shall have its facilities available for the tenant's aircraft removal and storage twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.
- (7) The Operator, when aircraft movement is a part of the services offered, shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft and that it possesses all appropriate equipment to perform the services offered.

#### SPECIALIZED COMMERCIAL FLYING SERVICES

#### STATEMENT OF CONCEPT

A specialized commercial flying services Operator whose base of operation is the Baraboo-Wisconsin Dells Municipal Airport is a person or persons, firm or corporation engaged in air craft services for hire for the purposes of providing, but not limited to, the activities listed below:

- a. Nonstop sightseeing flights that begin and end at the Baraboo-Wisconsin Dells Municipal Airport
- b. Crop dusting, seeding, spraying, and bird chasing
- c. Banner towing and aerial advertising
- d. Aerial photography or survey

- e. Power-line or pipe line patrol
- f. Freight carrier-loading/unloading or delivery of cargo, packages or mail
- g. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

#### **MINIMUM STANDARDS**

- (1) The Operator shall have a written agreement with the Commission to conduct business from Baraboo-Wisconsin Dells Regional Airport and shall pay a landing fee to the Owner as indicated on the Airport Fee Schedule, in addition to land rentals, for the right and privilege to use the Baraboo-Wisconsin Dells Regional Airport in the conduct of its' business.
- (2) All Operators shall demonstrate that they have the availability of aircraft suitably equipped and approved for the particular type of operation they intend to perform.
- (3) The Operator shall lease land from the Commission an area of the airport sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas and type of facility required in each instance shall be determined by and subject to the approval of the Owner.
- (4) In the case of crop dusting, aerial application or other commercial use of chemicals, the Operator shall provide suitable facilities which includes a centrally drained paved area of 2500 square feet minimum within his/her leased area for safe loading, unloading, storage, washing of aircraft and to facilitate its removal from the airport property. The operator shall provide tank trucks for handling of chemicals and liquid mixing materials and shall provide adequate ground equipment for the safe loading and handling of dusting materials.
- (5) The Commission shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators.
- (6) The Operator shall have in his/her employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.
- (7) The Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize Operator's services.

#### **MULTIPLE SERVICES**

#### STATEMENT OF CONCEPT

A multiple services Operator is a person or persons, firm or corporation engaged in any two (2) or more of the aeronautical non-specialized services in addition to any specialized service provided for which minimum standards have been herein provided.

#### **MINIMUM STANDARDS**

(1) The Operator shall lease from the Commission existing facilities, if available, or an area no less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet for aircraft storage, shop and equipment, and at least 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. If flight training is to be offered, the Operator

shall provide classroom and briefing room facilities within the office space. If existing facilities are leased from the owner, such facilities shall be deemed to meet the minimum requirement herein set forth.

- (2) The Operator shall provide for at least five (5) automobile parking spaces within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.
- (4) The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (6) The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed; multiple uses can be made of all aircraft with the exception of aircraft used for crop dusting, aerial application, or other commercial use of chemicals.
- (7) The Operator shall provide the facilities, equipment and services required to meet the minimum standards as herein provided for each aeronautical service the Operator is performing. Cross utilization of facilities, personnel, and equipment can be made providing it does not result in a reduction of service covered within the Operators agreement.
- (8) The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of the aeronautical services being performed by Operator.
- (9) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.
- (10) The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements for each aeronautical service the Operator is performing as herein provided. Multiple responsibilities and cross utilization of personnel may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.
- (11) The Operator, except if he is performing multiple combinations of services for which aircraft are not required, shall have available and based at the Baraboo-Wisconsin Dells Regional Airport either owned by Operator or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards and requirements for each service to be provided.

#### FLYING CLUBS

#### STATEMENT OF CONCEPT

Each club must be a non-profit Wisconsin corporation or partnership. Each member must be a *bona fide* owner of the aircraft or a stockholder in the corporation owning the aircraft. If the club is a corporation, the value of each stock must be equal, and the combined value of the stock cannot exceed the value of the aircraft owned by the corporation.

#### **MINIMUM STANDARDS**

- (1) The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The Club will keep current a complete list of the Club's membership and a record of Club finances and will make such available to the Commission upon request.
- (2) The Club's aircraft will not be used by other than *bona fide* members and by no one for hire, charter, or air taxi. Student instructions may be given in the Club aircraft by one Club member to another Club member, providing no compensation takes place. Other student instruction originating from the Airport can be given in the club aircraft by an Operator or sub-leasee of the Operator that meets the minimum standards and has a current agreement with the Commission to provide flight instruction.
- (3) In the event the Club fails to comply with these conditions, the Commission will notify the Club in writing of such violations. The Club shall have fourteen (14) days to correct such violations. If the Club fails to correct the violations, the Commission may demand the Club's removal from the Airport or may take other appropriate legal action deemed advisable by the attorney of the Owner.
- (4) The flying Club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators:

#### a. **Aircraft Liability:**

**Bodily Injury and Property Damage** 

Bodily Injury – Each Person \$100,000

Combined Single Limit \$1,000,000 each accident

### b. <u>Comprehensive Public Liability and Comprehensive Property Damage, Including</u> Vehicular:

Bodily Injury and Property Damage

Combined Single Limit \$1,000,000 each accident

In addition, the Commission requires the Operator to name the Commission, the City of Baraboo and the Village of Lake Delton, and its respective employees, board and committee members, officers, agents and volunteers as ADDITIONAL INSURED and stipulates that the Operator will hold harmless the Commission, the City of Baraboo and the Village of Lake Delton in all action brought against it as a result of the Operators activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate, issued by the insurer licensed to do business in the State of Wisconsin, on file at all time with the Airport Manager.

(5) Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a mechanic holding a current FAA certificate. All other maintenance must be provided by a lessee based on the Airport who provides such service, or if an A&P service is not available on the airport and the service is required to be performed on the airport, by a mechanic holding a FAA certificate who shall not receive remuneration in any manner for such service, or by a mechanic having an agreement directly with the Commission or a sub-lease agreement with an Operator having an agreement with the Commission to provide services on the Airport.

#### NON-COMMERCIAL AVIATION FUEL USAGE

#### STATEMENT OF CONCEPT

A non-commercial aviation fuel user maintains or performs fuel storage and/or transfer for his/her own

aircraft or aircraft leased for his/her exclusive use.

#### MINIMUM STANDARDS

- (1) No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons holding a written agreement with the Owner.
- (2) At no time shall Lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.
- (3) All persons performing self fueling of their own aircraft shall agree not to fuel aircraft within a building or hangar and shall fuel only in an area designated for such purpose by the Commission.
- (4) Where on site storage is required, Lessee shall install and maintain all fuel storage facilities within the Fuel Farm in accordance with plans and specifications approved in writing by the Commission.
- (5) Lessee shall comply with all local, state and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment and dispensing trucks.
- (6) Dispensing trucks, bulk fuel trucks, emergency vehicles and other vehicles approved by the Commission shall meet all local, state, and federal code and shall be the only vehicles permitted within the Fuel Farm Area.
- (7) All fuel storage shall be in tanks approved by the Commission, and equipped with necessary equipment such as valves, meters and vents that meet all local, state, and federal codes.
- (8) Each prospective fuel Lessee shall submit to the Commission a written proposal which sets forth the extent of operations, to include where appropriate: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility; and any cost that may expect to be incurred by the Owner.
- (9) The Lessee, where appropriate, shall have the following insurance in the amounts required by all Operators:
  - a. Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
  - b. Fuel Tank Financial Responsibility.
- (10) In all cases, the Lessee shall pay to the Commission a fuel flowage fee as indicated on the Airport Fee Schedule in the amount of fuel received into storage or dispensed into aircraft at the current rate established for commercial fuel Operators on the Airport. The Lessee shall submit to the Commission the amount of gallons received each month on or before the 10th day of the following calendar month. The Lessee shall also maintain copies or original receipts from the fuel vendor as evidence of amount of gallons dispensed per month.
- (11) Where appropriate, the minimum storage tank allowed shall be determined by the Commission at the time of application and shall be of sufficient size to minimize the number of fueling transfer operations to the greatest extent possible.

# OPERATORS SUBLEASING FROM ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT

- (1) Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the Commission for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee Operator.
- (2) The sub-lessee Operator shall meet all of the minimum standards and pay all fees established by the Commission for the categories of services to be furnished by the Operator. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.
- (3) The sublease agreement shall specifically identify the portion of facilities to be used by sub-lessee and the financial agreement entered into for the sub-lessees use of such facilities.

#### **ENFORCEMENT**

The Airport Commission or its designee shall have the authority to request enforcement through the County Sheriffs Department for any violations of the terms and condition herein set forth.

The Airport Commission reserves the right to waive, modify or eliminate any or all Minimum Standards temporarily or permanently consistent with Wisconsin Bureau of Aeronautics and Federal Aviation Administration guidelines at its sole discretion if it deems it to be in the best interest of the airport.

#### **PENALTIES**

Violation of these Minimum Standards may result in civil or criminal penalties. Nothing in these Minimum Standards shall preclude the Commission from maintaining any appropriate court action to prevent or remove a violation of any provision of the above Minimum Standards.

#### **CRRSAA Stimulus Funds for Airports**

#### Dear Airport Sponsor,

In preparation for the upcoming Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) Airport Grant Program, the Wisconsin Department of Transportation - Bureau of Aeronautics (BOA) is sharing the most up to date information we have in order to quickly and efficiently distribute the funds that have been allocated. For general information on the program, please visit <a href="https://www.faa.gov/airports/crrsaa/">https://www.faa.gov/airports/crrsaa/</a>. Within this email, there are two specific requests required of all NPIAS airports.

The airport grant portion of the CRRSAA funds has been established to assist airports with both operational needs and capital improvement programs. This communication will focus primarily on the Operation and Maintenance Grant.

#### General Aviation (GA) Operation and Maintenance Grant

This grant is intended to stabilize airport operational needs. Funds have been allocated by Federal Aviation Administration (FAA) headquarters based on a formula that included ASSET Study airport classification and ranges from \$9,000 to \$57,000 per general aviation airport. Primary airports are receiving funds based on a separate formula to be allocated by the FAA.

These funds are available to cover costs related to operations, personnel, cleaning, sanitization, janitorial services, and debt service payments. More specifically, the FAA has outlined that operational expenses are items such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies. The intent is to relieve any operational costs incurred on or since January 20, 2020, extending until the grant amount is fully utilized within the period of performance of 4 years.

Also included in this CRRSAA Grant Program are amounts for GA FAA Contract Towers (FCT), in the amount of \$34,162 each. This additional amount for FCT applies to 5 airports in Wisconsin. Funds for the FCT program may be used to cover lawful expenses to support FAA contract tower operations. More information on the FAA Contract Tower Program is available at:

https://www.faa.gov/about/office\_org/headquarters\_offices/ato/service\_units/mis sion\_support/faa\_contract\_tower\_program/

BOA encourages each sponsor to use these funds solely for operational needs, to expedite the distribution of funds.

#### Primary Airport Operations and Maintenance Grants

Similar to CARES Act funding, primary airport operations and maintenance grants will be administered directly by the FAA Chicago Airports District Office. Any

primary airports wishing to fund operations and maintenance expenses with CRRSAA funds should apply for a CRRSAA grant directly with the FAA.

#### Development Projects (both GA and Primary Airport)

Capital development projects are also eligible under the program, with limited development opportunities. Any development-related costs must be associated with combating the spread of pathogens at the airport. Examples of eligible development would be replacing or upgrading a heating, ventilation, and air conditioning (HVAC) system; reconfiguring the terminal to accommodate increased social distancing; or reconfiguring terminal space or other facilities to accommodate health screening. Please be aware that all traditional AIP project requirements (airport petition, NEPA clearance, construction safety phasing, Buy American, etc.) will remain and need to be addressed prior to funds being distributed, should you choose to use your CRRSAA funds for development purposes. This will be a slower process given the emphasis and intent of the CRRSAA funding.

Procedurally, these development funds will be administered by the BOA in a manner similar to the existing block grant program.

To expedite distributing your Operation and Maintenance Grant, every Wisconsin airport that is a part of the National Plan of Integrated Airport Systems (NPIAS) needs to contact their BOA Aeronautics project manager by close of business on <a href="Friday, March 26">Friday, March 26</a>, <a href="2021">2021</a> (project manager list and CRRSAA Fund Allocation Table attached).

In your communication to your BOA project manager, please use this format and enter/submit your information in the highlighted locations:

- 1. (Airport) has been allocated \$X under the CRRSAA. We (INTEND or DO NOT INTEND) to request this funding.
- 2. If you intend to receive the funding, you plan to use these funds for (Select One):
  - 1) Operational needs only (salary, utilities, debt, etc.)
  - 2) Operational needs and development project opportunities
  - 3) Development project opportunities only
- 3. If any development is planned, please indicate that you acknowledge the traditional airport development requirements (petition process/agency agreement complete, environmental clearance, construction safety phasing, air spacing, etc.). All are still required. Include a description of the project you desire to accomplish:

It remains BOA's intent to distribute these funds as quickly as possible. A response from every Wisconsin airport in the National Plan of Integrated Airport Systems (NPIAS) to BOA staff

remains critical for finalization of an overall grant application from BOA to the FAA for the Operations and Maintenance funds.

For GA airports requesting Operations and Maintenance funds, a special agency agreement will need to be in place for BOA to apply for the Operations and Maintenance block grant funding. The special Agency Agreement is attached to this correspondence and must be sent to your BOA project manager by Friday, April 9, 2021. Please ensure the persons signing the special agency agreement have been given the authority to sign the agreement. Copies of the CARES Act special agency agreement are available upon request if a comparison is desired.

Once BOA applies for and receives the GA Operations and Maintenance Grant Funds from the FAA, the follow steps will need to occur:

- 1. Invoices, payroll summaries, or other financial documents supporting the grant request will be required for any Operations and Maintenance Grant reimbursements. Those documents will be submitted to your BOA project manager for processing and payment. If development is planned to be utilized, additional information is needed and may delay the processing of your CRRSAA funding.
- 2. Maintain all documentation that supports your utilization of the grant. It is highly anticipated that an audit of these funds and their use will occur.
- 3. The process for grant closeout has not yet been finalized. As that information is developed and provided, it will be shared.

Again, please respond for your airport with answers to the three questions above by the close of business on Friday, March 26, 2021, and if a GA airport, please submit the signed Special Agency Agreement by the close of business on Friday, April 9, 2021.

Sincerely,

Matt Malicki

Airport Engineering Section Chief Wisconsin Bureau of Aeronautics

#### Attachments:

BOA Project Manager List CRRSAA Fund Allocation Table Special Agency Agreement for Operations and Maintenance Funds

# Airport Project Manager Assignments EMAIL ADDRESSES AND PHONE NUMBERS FOR PROJECT MANAGERS:

BOA Engineering Section Project Manager Email and Phone List								
Holbrook, Josh	joshua.holbrook@dot.wi.gov	608-267-2143						
Hottenstein, Wendy	wendy.hottenstein@dot.wi.gov	608-261-6278						
Kaarto, Kim	kim.kaarto@dot.wi.gov	608-266-3354						
Messina, Matt	matthew.messina@dot.wi.gov	608-267-7108						
Miller, Stacey	stacey.miller@dot.wi.gov	608-266-8167						
Stearn, Gayle	gayle.stearn@dot.wi.gov	608-266-7269						
Trimble, Andy	andrew.trimble@dot.wi.gov	608-267-0454						
Ward, Lucas	<u>lucas.ward@dot.wi.gov</u>	608-266-2729						

Airport	Associated City – DOT Region	Project Manager	County
Adams County Legion Field (63C)	Friendship – <b>NC</b>	Josh Holbrook	Adams
Alexander Field-South Wood Co. (ISW)	Wisconsin Rapids <b>NC</b>	Matt Messina	Wood
Amery Municipal (AHH)	Amery – <b>NW</b>	Andy Trimble	Polk
Appleton International (ATW)	Appleton – <b>NE</b>	Andy Trimble	Outagamie
Baraboo-Wisconsin Dells (DLL)	Baraboo / WI Dells	Kim Kaarto	Sauk
Barron Municipal (9Y7)	Barron – <b>NW</b>	Lucas Ward	Barron
Batten International Airport (RAC)	Racine – <b>SE</b>	Gayle Stearn	Racine
Black River Falls (BCK)	Black River Falls NW	Kim Kaarto	Jackson
Bloyer Field (Y72)	Tomah – <b>SW</b>	Stacey Miller	Monroe
Boscobel (OVS)	Boscobel – SW	Josh Holbrook	Grant
Boyceville Municipal (3T3)	Boyceville – NW	Kim Kaarto	Dunn
Burlington Municipal (BUU)	Burlington – SE	Wendy Hottenstein	Racine
Burnett County (RZN)	Siren – NW	Josh Holbrook	Burnett
Cable Union (3CU)	Cable – <b>NW</b>	Matt Messina	Bayfield
Capitol Drive (02C)	Brookfield – <b>SE</b>	Gayle Stearn	Waukesha
Cassville Municipal (C74)	Cassville – <b>SW</b>	Josh Holbrook	Grant
Central Wisconsin (CWA)	Mosinee – NC	Lucas Ward	Marathon
Chetek Municipal - Southworth (Y23)	Chetek – NW	Matt Messina	Barron
Chippewa Valley Regional (EAU)	Eau Claire – <b>NW</b>	Josh Holbrook	Chippewa
Clintonville Municipal (CLI)	Clintonville – NC	Kim Kaarto	Waupaca
Crandon/Steve Conway Municipal (Y55)	Crandon – <b>NC</b>	Stacey Miller	Forest
Crivitz Municipal (3D1)	Crivitz – <b>NE</b>	Stacey Miller	Marinette
Cumberland Municipal (UBE)	Cumberland – <b>NW</b>	Stacey Miller	Barron
Dane County Regional (MSN)	Madison – <b>SW</b>	Matt Messina	Dane
Dodge County (UNU)	Juneau – <b>SW</b>	Lucas Ward	Dodge
Door County Cherryland (SUE)	Sturgeon Bay- <b>NE</b>	Gayle Stearn	Door
Eagle River Union ( <b>EGV</b> )	Eagle River – <b>NC</b>	Matt Messina	Vilas
East Troy Municipal (57C)	East Troy – <b>SE</b>	Andy Trimble	Walworth
Ephraim-Fish Creek (3D2)	Ephraim – <b>NE</b>	Gayle Stearn	Door
Fond du Lac County ( <b>FLD</b> )	Fond du Lac – <b>NE</b>	Lucas Ward	Fond Du Lac
Fort Atkinson Municipal (61C)	Fort Atkinson – <b>SW</b>	Kim Kaarto	Jefferson
General Mitchell International (MKE)	Milwaukee – <b>SE</b>	Wendy Hottenstein	Milwaukee
Gogebic-Iron County, MI (IWD)	Ironwood -	Matt Messina	
Green Bay - Austin Straubel	Green Bay – <b>NE</b>	Josh Holbrook	Brown
International (GRB)	•		
Grantsburg Municipal (GTG)	Grantsburg – <b>NW</b>	Matt Messina	Burnett
Hartford Municipal (HXF)	Hartford – <b>SE</b>	Matt Messina	Washington
Iowa County (MRJ)	Mineral Point – <b>SW</b>	Josh Holbrook	lowa
John F. Kennedy Memorial (ASX)	Ashland – <b>NW</b>	Gayle Stearn	Ashland
Kenosha Regional (ENW)	Kenosha – <b>SE</b>	Wendy Hottenstein	Kenosha
King s Land O Lakes (LNL)	Land O' Lakes – NC	Stacey Miller	Vilas
L. O. Simenstad Municipal ( <b>OEO</b> )	Osceola – <b>NW</b>	Gayle Stearn	Polk
La Crosse Regional Airport (LSE)	La Crosse – <b>SW</b>	Wendy Hottenstein	La Crosse
Lakeland / Noble F. Lee Mem Fld (ARV)	Minocqua/Woodruff – <b>NC</b>	Matt Messina	Vilas
Lancaster Municipal (73C)	Lancaster – <b>SW</b>	Stacey Miller	Grant
Langlade County (AIG)	Antigo - NC	Matt Messina	Langlade
Lawrence J. Timmerman Field (MWC)	Milwaukee – SE	Wendy Hottenstein	Milwaukee
Major Gilbert Field (4R5)	La Pointe – <b>NW</b>	Gayle Stearn	Ashland
Manitowish Waters (D25)	Manitowish Waters – <b>NC</b>	Gayle Stearn	Vilas
Manitowoc County (MTW)	Manitowoc – <b>NE</b>	Kim Kaarto	Manitowoc
	Marshfield – NC	Andy Trimble	Wood

Airport	Associated City – DOT Region	Project Manager	County
Mauston-New Lisbon Union (82C)	New Lisbon – <b>SW</b>	Stacey Miller	Juneau
Menomonie Municipal ( <b>LUM</b> )	Menomonie- NW	Kim Kaarto	Dunn
Merrill Municipal (RRL)	Merrill – NC	Andy Trimble	Lincoln
Middleton Municipal-Morey Field (C29)	Middleton – SW	Josh Holbrook	Dane
Monroe Municipal (EFT)	Monroe – <b>SW</b>	Kim Kaarto	Green
Necedah (DAF)	Necedah – SW	Lucas Ward	Juneau
Neillsville Municipal (VIQ)	Neillsville – NW	Andy Trimble	Clark
New Holstein Municipal (8D1)	New Holstein – <b>NE</b>	Andy Trimble	Calumet
New Richmond Regional (RNH)	New Richmond - NW	Gayle Stearn	St Croix
Oconto-JD Bake Memorial (OCQ)	Oconto - NE	Kim Kaarto	Oconto
Palmyra Municipal (88C)	Palmyra – <b>SW</b>	Lucas Ward	Jefferson
Park Falls Municipal (PKF)	Park Falls – NC	Stacey Miller	Price
Platteville Municipal (PVB)	Platteville – <b>SW</b>	Josh Holbrook	Grant
Portage Municipal (C47)	Portage – <b>SW</b>	Lucas Ward	Columbia
Prairie du Chien (PDC)	Prairie Du Chien-SW	Kim Kaarto	Crawford
Prentice (5N2)	Prentice – NC	Lucas Ward	Price
Price County (PBH)	Phillips – NC	Stacey Miller	Price
Reedsburg Municipal (C35)	Reedsburg – <b>SW</b>	Kim Kaarto	Sauk
Rhinelander-Oneida County (RHI)	Rhinelander – <b>NC</b>	Gayle Stearn	Oneida
Rice Lake Regional-Carl s Field (RPD)	Rice Lake – <b>NW</b>	Josh Holbrook	Barron
Richard I. Bong (SUW)	Superior – <b>NW</b>	Matt Messina	Douglas
Richland (93C)		Wendy Hottenstein	Richland
Rusk County (RCX)	Ladysmith – <b>NW</b>	Kim Kaarto	Rusk
Sauk-Prairie (91C)	Prairie du Sac - <b>SW</b>	Josh Holbrook	Sauk
Sawyer County (HYR)	Hayward – <b>NW</b>	Matt Messina	Sawyer
Shawano Municipal (EZS)	Shawano – <b>NC</b>	Lucas Ward	Shawano
Sheboygan County Memorial (SBM)	Sheboygan – <b>NE</b>	Kim Kaarto	Sheboygan
Shell Lake Municipal (SSQ)	Shell Lake – <b>NW</b>	Matt Messina	Washburn
Solon Springs Municipal (OLG)	Solon Springs - NW	Stacey Miller	Douglas
Southern Wisconsin Regional (JVL)	Janesville – <b>SW</b>	Wendy Hottenstein	Rock
Sparta / Fort McCoy (CMY)	Sparta – <b>SW</b>	Andy Trimble	Monroe
Stevens Point Municipal (STE)	Stevens Point – NC	Lucas Ward	Portage
Taylor County (MDZ)	Medford – <b>NW</b>	Stacey Miller	Taylor
Three Lakes Municipal (40D)	Three Lakes – NC	Josh Holbrook	Oneida
Tomahawk Regional (TKV)	Tomahawk – NC	Andy Trimble	Lincoln
Tri-County Regional (LNR)	Lone Rock – SW	Wendy Hottenstein	Sauk
Viroqua Municipal (Y51)	Viroqua – <b>SW</b>	Stacey Miller	Vernon
Washington Island (2P2)	Washington Island– <b>NE</b>	Gayle Stearn	Door
Watertown Municipal (RYV)	Watertown – <b>SW</b>	Andy Trimble	Jefferson
Waukesha County /Crites Field ( <b>UES</b> )	Waukesha – <b>SE</b>	Andy Trimble	Waukesha
Waupaca Municipal ( <b>PCZ</b> )	Waupaca – <b>NC</b>	Andy Trimble	Waupaca
Wausau Downtown ( <b>AUW</b> )	Wausau – <b>NC</b>	Matt Messina	Marathon
Wautoma Municipal ( <b>Y50</b> )	Wautoma – <b>SE</b>	Matt Messina	Waushara
West Bend Municipal ( <b>ETB</b> )	West Bend – <b>SE</b>	Matt Messina	Washington
Wild Rose Idlewild (W23)	Wild Rose – NC	Stacey Miller	Waushara
Wittman Regional ( <b>OSH</b> )	Oshkosh – <b>NE</b>	Lucas Ward	Winnebago

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WI         3D1         Crivitz Municipal         Crivitz         GA         Basic         \$ - \$         - \$         - \$         9,000         \$ - \$         9,000         \$ - \$         9,000         \$ - \$         9,000         \$ - \$         \$ - \$         9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ - \$         \$ 9,000         \$ 9,000         \$ 9,000         \$ 9,000         \$ 9,000         \$ 9,000         \$ 9,000         \$ 9,000         \$	WI		·									7						- \$	_
WI         UBE         Cumberland Municipal         Cumberland Municipal         GA         Local         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000           WI         EGV         Eagle River Union         Eagle River         GA         Local         \$         -         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000           WI         57C         East Troy Municipal         East Troy         GA         Local         \$         -         \$         -         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000           WI         EAU         Chippewa Valley Regional         Eau Claire         P         N         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$	WI									•									
WI         EGV         Eagle River Union         Eagle River Union         Eagle River         GA         Local         \$         -         \$         -         \$         13,000         \$         -         \$         13,000         \$         -         \$         13,000         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         13,000         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         - <th< td=""><td>WI</td><td></td><td>·</td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td></th<>	WI		·							-						-			-
Wi   57C   East Troy Municipal   East Troy   GA   Local   \$ - \$ - \$ - \$ - \$   13,000   \$   13,000   \$   13	WI		· · · · · · · · · · · · · · · · · · ·													-			
WI         EAU         Chippewa Valley Regional         Eau Claire         P         N         \$         -         \$	WI																		
WI 3D2 Ephraim-Gibraltar Ephraim GA Local \$ - \$ - \$ - \$ 13,000 \$ - \$ 13,000 \$ - \$ 13,000	WI															-			
	WI															C			
WI FLD Fond du Lac County Fond du Lac GA Regional \$ - \$ - \$ - \$ - \$ 23,000 \$ - \$ 23,000 \$ - \$ 23,000	WI			·															
	WI	FLD	Fond du Lac County	Fond du Lac	GA	Regio	nal	<del>\$ - \$</del>	- \$	- \$	-	\$ -	\$ 23,000	\$ - \$	23,000	\$ -	\$	- \$	23,000

					Primary Airports				CARES Funds	Non-Primary Ai	rports		Concessions Relief	f	Grand Total
State LOCI	D Airport Name	City	Svc L	_vl Hub Role	Primary Entitlements Ca	argo Entitlements	Enplanements Allocation	Primary Airports Subtotal	CARES Unallocated Funds	Non-Primary Allocation		on-Primary Airports Subtotal	Enplanements Allocation	Admin (up to)	Total
WI 61C	Fort Atkinson Municipal	Fort Atkinson	GA	Local	\$ - \$	- \$			\$ -	\$ 13,000	\$ - \$	13,000	\$ - :	\$ - :	3 13,000
WI 63C	Adams County Legion Field	Friendship (Adam	ns) GA	Basic	\$ - \$	- \$			\$ -	\$ 9,000		9,000	\$ -	\$ - :	
WI GTG	Grantsburg Municipal	Grantsburg	GA	Basic	\$ - \$	- \$	- <u>\$</u>	-	\$ -	\$ 9,000	\$ - \$	9,000	\$ - :	\$ - :	9,000
WI GRB	Green Bay-Austin Straubel International	Green Bay	Р	N	\$ 2,585,768 \$	- \$	9,839 \$	2,595,607	\$ 108,131	\$ -	\$ - \$	-	\$ 74,375	\$ 1,487	2,778,113
WI HXF	Hartford Municipal	Hartford	GA	Local	\$ - \$	- \$	- \$	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ - :	\$ - !	13,000
WI HYR	Sawyer County	Hayward	GA	Basic	\$ - \$	- \$	- \$	-	\$ -	\$ 9,000	\$ - \$	9,000	\$ - :	\$ - !	9,000
WI JVL	Southern Wisconsin Regional	Janesville	GA	National	\$ - \$	- \$	; - <u>\$</u>	-	\$ -	\$ 57,000	\$ 34,162 \$	91,162	\$ - :	\$ - !	91,162
WI UNU	Dodge County	Juneau	GA	Local	\$ - \$	- \$	- \$	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ - :	\$ - !	13,000
WI ENW	Kenosha Regional	Kenosha	R	National	\$ - \$	- \$	- \$	-	\$ -	\$ 57,000	\$ 34,162 \$	91,162	\$ -	\$ - !	91,162
WI LSE	La Crosse Regional	La Crosse	Р	N	\$ 1,269,518 \$	- \$	2,750 \$	1,272,268	\$ 30,226	\$ -	\$ - \$	-	\$ 20,790	\$ 415	1,323,284
WI 4R5	Major Gilbert Field	La Pointe	GA	Basic	\$ - \$	- \$	; - ţ	-	\$ -	\$ 9,000	\$ - \$	9,000	\$ - :	\$ - !	9,000
WI RCX	Rusk County	Ladysmith	GA	Local	\$ - \$	- \$	- ţ	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ -	\$ -	13,000
WI 73C	Lancaster Municipal	Lancaster	GA	Basic	\$ - \$	- \$	- ţ	-	\$ -	\$ 9,000	\$ - \$	9,000	\$ -	\$ -	9,000
WI LNL	Kings Land O' Lakes	Land O'Lakes	GA	Basic	\$ - \$	- \$	- \$	-	\$ -	\$ 9,000	\$ - \$	9,000	\$ -	\$ - !	9,000
WI LNR	Tri-County Regional	Lone Rock	GA	Local	\$ - \$	- \$	- \$	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ -	\$ - !	13,000
WI MSN	Dane County Regional-Truax Field	Madison	Р	S	\$ 4,192,024 \$	63,280 \$	32,925	4,288,229	\$ 361,833	\$ -	\$ - \$	-	\$ 248,875	\$ 4,977	4,898,937
WI D25	Manitowish Waters	Manitowish Wate	ers GA	Basic	\$ - \$	- \$	; - <u>\$</u>	-	\$ -	\$ 9,000	\$ - \$	9,000	\$ - :	\$ - !	9,000
WI MTW	Manitowoc County	Manitowoc	GA	Local	\$ - \$	- \$	; - <u>\$</u>	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ - :	\$ - !	13,000
WI MFI	Marshfield Municipal	Marshfield	GA	Local	\$ - \$	- \$	- <u>\$</u>	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ - :	\$ - :	13,000
WI MDZ	Taylor County	Medford	GA	Basic	\$ - \$	- \$	- ¢	-	\$ -	\$ 9,000	\$ - \$	9,000	\$ -	\$ - :	9,000
WI LUM	Menomonie Municipal-Score Field	Menomonie	GA	Local	\$ - \$	- \$	- ç	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ -	\$ - :	
WI RRL	Merrill Municipal	Merrill	GA	Local	\$ - \$	- \$	- Ç	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ -	\$ - :	13,000
WI C29	Middleton Municipal - Morey Field	Middleton	GA	Regional	\$ - \$	- \$	- Ç	-	\$ -	\$ 23,000	\$ - \$	23,000	\$ -	\$ -	
WI MKE	General Mitchell International	Milwaukee	Р	М	\$ 6,404,073 \$	203,940 \$	95,600 \$	6,703,613	\$ 1,050,625	\$ -	\$ - \$	-	\$ 722,639	\$ 14,452	8,476,877
WI MWC		Milwaukee	R	Regional	\$ - \$	- \$	- <u>-</u>		\$ -	\$ 23,000	\$ 34,162 \$	57,162	\$ - !	\$ - !	57,162
WI MRJ	Iowa County	Mineral Point	GA	Local	\$ - \$	- \$	; - ţ	-	\$ -	\$ 13,000		13,000	\$ -	\$ - :	13,000
WI ARV	Lakeland/Noble F Lee Memorial Field	Minocqua-Wood	lrul GA	Local	\$ - \$	- \$	- Ç	-	\$ -	\$ 13,000	\$ - \$	13,000	\$ -	\$ - :	
WI EFT	Monroe Municipal	Monroe	GA	Local	\$ - \$	- \$			\$ -	\$ 13,000		13,000	\$ - :	\$ - !	13,000
WI CWA	Central Wisconsin	Mosinee	Р	N	\$ 1,513,840 \$	- \$	3,999	1,517,838	\$ 43,943	\$ -		-	\$ 30,225	\$ 604	
WI VIQ	Neillsville Municipal	Neillsville	GA	Local	\$ - \$	- \$	; - ţ		\$ -	\$ 13,000	\$ - \$	13,000	\$ -		
WI 8D1	New Holstein Municipal	New Holstein	GA	Local	\$ - \$	- \$			\$ -	\$ 13,000			\$ - !	\$ - !	
WI 82C	Mauston-New Lisbon Union	New Lisbon	GA	Local	\$ - \$	- \$			\$ -	\$ 13,000		-	\$ -	\$ - !	13,000
WI RNH	New Richmond Regional	New Richmond	GA	Local	\$ - \$	- \$	- ţ	-	\$ -	\$ 13,000			\$ -	\$ - !	
WI OCQ	Oconto-J Douglas Bake Municipal	Oconto	GA	Local	\$ - \$	- \$			\$ -	\$ 13,000			\$ - :	\$ - !	
WI OEO	L O Simenstad Municipal	Osceola	GA	Local	\$ - \$	- \$			\$ -	\$ 13,000		-	\$ - !	\$ - !	
WI OSH	Wittman Regional	Oshkosh	GA	National	\$ - \$	- \$			\$ -	\$ 57,000		91,162	\$ - :	\$ - !	91,162
WI 88C	Palmyra Municipal	Palmyra	GA	Local	\$ - \$				\$ -	\$ 13,000			\$ - :	<u>.</u> \$ - !	13,000
WI PKF	Park Falls Municipal	Park Falls	GA	Basic	\$ - \$				\$ -	\$ 9,000		-	\$ -	<u> </u>	
WI PBH	Price County	Phillips	GA	Local	\$ - \$	- \$			\$ -	\$ 13,000		13,000	\$ - :	<u>.                                    </u>	
WI PVB	Platteville Municipal	Platteville	GA	Local	\$ - \$				\$ -	\$ 13,000		-	\$ - :	<u> </u>	3 13,000
WI C47	Portage Municipal	Portage	GA	Local	\$ - \$		·		\$ -	\$ 13,000			<u> </u>	\$ - !	
WI PDC	Prairie Du Chien Municipal	Prairie du Chien		Basic	\$ - \$		·		\$ -	\$ 9,000		9,000	\$ - !	· ·	
WI RAC	Batten International	Racine	R	Regional	\$ - \$	- \$			\$ -	\$ 23,000			\$ - :	<del>`</del>	
WI C35	Reedsburg Municipal	Reedsburg	GA	Local	\$ - \$				\$ -	\$ 13,000		13,000	\$ - :	<u>.</u> \$ - !	
WI RHI	Rhinelander-Oneida County	Rhinelander	Р	N	\$ 1,000,000 \$	 - \$	-		\$ 8,471	\$ -	\$ - \$	-	\$ 5,826	·	
WI RPD	Rice Lake Regional - Carl's Field	Rice Lake	GA	Local	\$ - \$	- \$		<u> </u>	\$ -	\$ 13,000	\$ - \$	13,000	\$ -		
WI 93C	Richland	Richland Center	GA	Basic	\$ - \$		·		\$ -	\$ 9,000		-	·	<u>.                                    </u>	
WI EZS	Shawano Municipal	Shawano	GA	Local	\$ - \$				\$ -	\$ 13,000		13,000	\$ -	<u>·</u>	
WI SBM	Sheboygan County Memorial	Sheboygan	GA	Regional	\$ - \$				\$ -	\$ 23,000			\$ -	<u> </u>	
WI SSQ	Shell Lake Municipal	Shell Lake	GA	Basic	\$ - \$		·		\$ -	\$ 9,000			<u> </u>	<u>.                                    </u>	
WI RZN	Burnett County	Siren	GA	Local	\$ - \$		·		\$ -	\$ 3,000		13,000	\$ -	<u>.                                    </u>	
WI OLG	Solon Springs Municipal	Solon Springs	GA	Basic	\$ - \$				\$ -	\$ 9,000			·	<u>·</u>	
WI CMY	Sparta/Fort McCoy	Sparta	GA	Local	\$ - \$				\$ - \$ -	\$ 9,000		13,000	\$ -	<del>-</del> - ·	3,000
WI STE	Stevens Point Municipal	Stevens Point	GA	Regional	\$ - \$		·		<del></del> _	\$ 13,000			<u> </u>	\$ - !	
WI SUE	Door County Cherryland	Sturgeon Bay	GA	Local	\$ - \$										
	Richard I Bong	Sturgeon Bay Superior	GA	Local	\$ - \$										
WI TKV			GA	Local	\$ - \$		-								
	Tomahawk Regional	Tomahawk	GA GA		\$ - \$					\$ 13,000					
WI Y51	Viroqua Municipal	Viroqua		Local			-					-			
WI 2P2	Washington Island	Washington Islan		Basic	- \$ - \$		-								
WI RYV	Watertown Municipal	Watertown	GA	Local	- \$ - \$										
WI UES	Waukesha County	Waukesha	R	Regional	\$ - \$	- \$	- \$	-	\$ -	\$ 23,000	\$ 34,162 \$	57,162	\$ - :	\$ - !	57,162

WI WI WI WI WV	LOCID PCZ AUW Y50 ETB	Waupaca Municipal	City	Svc Lv	vl Hub		Primary Airports		Enplanements	Primary Airports	CARES Funds CARES Unallocated	Non-Primary Ai Non-Primary	•		Concessions Relie		Grand Total
WI WI WI WI WV	PCZ AUW Y50	Waupaca Municipal	City	SVC LV	vi Hub			O F	Elibialielliellis	Fillially All polis	CARES Unallocated	NOH-PHIMALY	N D FOT	Non-Primary Airports	Enplanements	/	<b>+</b>
WI WI WI WV WV	AUW Y50	·				- Kule	Primary Entitlements	Cargo Entitlements	Allocation	Subtotal	Funds	Allocation	Non-Primary FCT	Subtotal	Allocation	Admin (up to)	Total
WI WI WI WV	Y50		Waupaca	GA		cal	\$ -			-	\$ -	\$ 13,000			\$ -	\$ -	\$ 13,000
WI WI WV		Wausau Downtown	Wausau	GA		gional	\$ -				\$ -	\$ 23,000		·	\$ -	<del>-</del>	\$ 23,000
WI WV WV	EIB	Wautoma Municipal	Wautoma	GA		cal	\$ -		<u>.</u>		\$ - ·	\$ 13,000		<u> </u>			\$ 13,000
WV WV		West Bend Municipal	West Bend	R		gional	\$ -				\$ -	\$ 23,000		·		<u> </u>	\$ 23,000
WV	ISW	Alexander Field South Wood County	Wisconsin Rapids			cal	\$ -				\$ -	\$ 13,000		·		<u> </u>	\$ 13,000
	BKW	Raleigh County Memorial	Beckley	GA		<del></del> -	\$ -				\$ -	\$ 23,000				<u> </u>	\$ 23,000
VV V	BLF	Mercer County	Bluefield	GA		gional	\$ -				\$ -	\$ 23,000			\$ -		\$ 23,000
\A (\) (	W22	Upshur County Regional	Buckhannon	GA P		sic	\$ -				\$ -	\$ 9,000		·		·	\$ 9,000
	CRW	Yeager	Charleston	<u>Р</u> Р	N N		\$ 1,959,537 \$ 1,000,000				\$ 70,632	\$ -			\$ 48,582		
-	CKB	North Central West Virginia	Clarksburg	GA		cal .	\$ 1,000,000 \$ -			, ,	\$ 13,016		•	\$ -	\$ 8,953		\$ 1,023,153
	EKN 4G7	Elkins-Randolph County-Jennings Randolph		GA		cal .	\$ -				<u> </u>	\$ 13,000		·	<u>\$</u> -	<del>'</del>	\$ 13,000
	HTS	Fairmont Municipal-Frankman Field	Fairmont	P	N LO	- Lai	\$ 1,344,278				\$ -	\$ 13,000		· · · · · · · · · · · · · · · · · · ·		\$ -	\$ 13,000
	LWB	Tri-State/Milton J Ferguson Field	Huntington	P P	N						\$ 33,790	\$ -			\$ 23,241		\$ 1,404,384
		Greenbrier Valley	Lewisburg	GA		sic -	\$ 1,000,000			, ,		\$ -	-		\$ 2,754		<u> </u>
	6L4 MRB	Logan County	Logan	R		cal	\$ -				\$ -	\$ 9,000			\$ -	<u> </u>	\$ 9,000
		Eastern WV Regional/Shepherd Field	Martinsburg	CS			\$ -				\$ -	\$ 13,000					\$ 13,000
	MGW MPG	Morgantown Municipal-Walter L Bill Hart F		GA		gional cal	\$ -				<u> </u>	\$ 23,000					\$ 57,162
	PKB	Marshall County  Mid-Ohio Valley Regional	Moundsville	CS		gional	\$ - \$ -				<u> </u>	\$ 13,000 \$ 23,000		· , , , , , , , , , , , , , , , , , , ,			\$ 13,000
	W99		Parkersburg	GA		sic	\$ -				\$ -						\$ 57,162
	79D	Grant County  Dhilippi/Daybour County Regional	Petersburg	GA		sic	\$ -		<u>.</u>		\$ -	\$ 9,000		·			\$ 9,000
		Philippi/Barbour County Regional	Philippi	GA GA			\$ -				\$ -	\$ 9,000				\$ -	\$ 9,000
	116	Kee Field	Pineville								<u> </u>	\$ -			<u> </u>		\$ - \$ 0.000
	312	Mason County	Point Pleasant	GA		sic	\$ - \$ -				<u> </u>	\$ 9,000			\$ -	<u> </u>	\$ 9,000
	I18 SXL	Jackson County	Ravenswood	GA GA		cal -	\$ - \$ -				\$ -	\$ 13,000		·		\$ -	\$ 13,000
		Summersville	Summersville			sic -	•	<u> </u>		•	\$ -	\$ 9,000		-,	\$ -	\$ -	\$ 9,000
-	481	Braxton County	Sutton	GA		sic	\$ -				<del>\$</del>	\$ 9,000		· · ·	\$ -	\$ -	\$ 9,000
	HLG	Wheeling Ohio County	Wheeling	GA		gional	\$ -				-	\$ 23,000				\$ -	\$ 57,162
	EBD	Appalachian Regional	Williamson	GA		sic	\$ -				\$ -	\$ 9,000			•	\$ -	\$ 9,000
	AFO	Afton Municipal	Afton	GA		cal					\$ -	\$ 13,000		· , , , , , , , , , , , , , , , , , , ,		<u> </u>	\$ 13,000
	BPI	Miley Memorial Field	Big Piney	GA		sic	\$ -				\$ -	\$ 9,000				\$ -	\$ 9,000
	BYG	Johnson County	Buffalo	GA P		cal	\$ -				\$ -	\$ 13,000				\$ -	\$ 13,000
	CPR	Casper/Natrona County International	Casper	'	N		\$ 1,272,534			, ,	\$ 30,316	\$ -	· · · · · · · · · · · · · · · · · · ·	·	\$ 20,852		
	CYS	Cheyenne Regional/Jerry Olson Field	Cheyenne	P	N		\$ 1,000,000				\$ 5,199	\$ -			\$ 3,576		\$ 1,009,248
	COD	Yellowstone Regional	Cody	P	N	<del> </del>	\$ -				\$ -		\$ - !	·	<u> </u>	\$ -	<del>}</del> -
	U68	North Big Horn County	Cowley/Lovell/By			sic	\$ -				\$ -	\$ 9,000		·		\$ -	\$ 9,000
	DWX		Dixon	GA		sic	\$ -				\$ -	\$ 9,000					\$ 9,000
	DGW	Converse County	Douglas	GA		cal	\$ -				\$ -	\$ 13,000				<u> </u>	\$ 13,000
	DUB	Dubois Municipal	Dubois	GA		sic	\$ -				\$ -	\$ 9,000		·		<u> </u>	\$ 9,000
	EVW	Evanston-Uinta County Burns Field	Evanston	GA		sic -	\$ -				\$ -	\$ 9,000				<u> </u>	\$ 9,000
	FBR	Fort Bridger	Fort Bridger	GA P		sic	\$ -				\$ -	\$ 9,000			\$ -	·	\$ 9,000
	GCC	Gillette-Campbell County	Gillette	'	N		\$ 1,000,000			, ,	\$ 9,185		•		\$ 6,317		
	GEY	South Big Horn County	Greybull	GA		cal	\$ -				\$ -	\$ 13,000					\$ 13,000
	W43	Hulett Municipal	Hulett	GA		sic	\$ -			·	\$ -	\$ 9,000			<u> </u>	\$ -	\$ 9,000
	JAC	Jackson Hole	Jackson	P	N	sie .	\$ 3,089,044				\$ 138,268	\$ -	•		\$ 95,103		\$ 3,334,997
	EMM	Kemmerer Municipal	Kemmerer	GA		sic -	·	\$ - \$	<u> </u>		\$ -	\$ 9,000		·	\$ -	\$ -	\$ 9,000
	LND	Hunt Field	Lander	GA		gional	\$ -			•	\$ -	\$ 23,000				\$ -	\$ 23,000
-	LAR	Laramie Regional	Laramie	P	N		\$ 1,000,000				\$ 5,915	\$ -		·	\$ 4,068		
	LSK	Lusk Municipal	Lusk	GA		sic	\$ -				\$ -	\$ 9,000		·		\$ -	\$ 9,000
	ECS	Mondell Field	Newcastle	GA		sic	\$ -				\$ -	\$ 9,000				\$ -	\$ 9,000
	82V	Pine Bluffs Municipal	Pine Bluffs	GA		sic	\$ -		·		\$ -	\$ 9,000		·		<u> </u>	\$ 9,000
	PNA	Ralph Wenz Field	Pinedale	GA		cal .	\$ -				\$ -	\$ 13,000		·			\$ 13,000
	POY	Powell Municipal	Powell	GA		cal .	\$ -				\$ - ·	\$ 13,000		·		\$ -	\$ 13,000
	RWL	Rawlins Municipal/Harvey Field	Rawlins	GA		sic	\$ -				\$ -	\$ 9,000		·		\$ -	\$ 9,000
	RIW	Riverton Regional	Riverton	CS		gional	\$ -				·	\$ 23,000					\$ 23,000
	RKS	Southwest Wyoming Regional	Rock Springs	P	N	<u> </u>	\$ 1,000,000										-
	SAA	Shively Field	Saratoga	GA		cal	\$ -										<u> </u>
	SHR	Sheridan County	Sheridan	P	N -		\$ 1,000,000										
	HSG	Hot Springs County	Thermopolis	GA		sic	\$ -					\$ 9,000					\$ 9,000
	TOR	Torrington Municipal	Torrington	GA		cal	\$ -				\$ -	\$ 13,000					\$ 13,000
		Phifer Airfield	Wheatland	GA		cal .	\$ -				\$ -	\$ 13,000				<u>'</u>	\$ 13,000
WY	WRL	Worland Municipal	Worland	GA	Lo	cal	\$ -	\$ - \$	- 5	-	\$ -	\$ 13,000	\$ - !	\$ 13,000	\$ -	\$ -	\$ 13,000

# OPERATIONS AND MAINTENANCE COSTS SPECIAL AGENCY AGREEMENT

### DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS

Madison, Wisconsin

### AN AGREEMENT DESIGNATING THE SECRETARY OF TRANSPORTATION AS ITS AGENT

WHEREAS, the «muni», «county» County, Wisconsin, hereinafter referred to as the sponsor, requests reimbursement with federal funds for the «airport» Airport for:

Airport operations and maintenance costs provided under federal stimulus funding.

WHEREAS, the Secretary is authorized to act as agent for the sponsor for the following activities: application for the federal stimulus grant, acceptance of the grant offer, evaluation and approval/disapproval of reimbursement requests, processing and remitting of reimbursements, and the closing of the grant.

WHEREAS, the Secretary is authorized to act as agent for the sponsor until financial closing of the federal stimulus grant;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport operations and maintenance costs reimbursement;

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures and the seal of the parties.

WITNESS:	The «muni» «county» County, Wisconsin Sponsor
By:	
	(TITLE)
	(TITLE)
Ву:	SECRETARY OF TRANSPORTATION
	David M. Greene, Director Bureau of Aeronautics